

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		9	15466	11	132	Casey
		and known as 9/148 Overall Avenue, Casey				
Seller	Full name	Bronwyn Maree Motion				
	ACN/ABN					
	Address	9/148 Overall Avenue, Casey, ACT 2913				
Seller Solicitor	Firm	Emma Brown Legal				
	Email	kylie@eblegal.com.au				
	Phone	02 8488 0828	Ref KH:WM:226/0202 Kylie Harris			
	DX/Address	GPO Box 693, CANBERRA ACT 2601				
Stakeholder	Name	Hive Property (act) Pty Ltd				
Seller Agent	Firm	Hive Properties				
	Email	michael@hiveproperty.co				
	Phone	6182 1802	Ref Michael Morris			
	DX/Address	Level 1, 4 Campion Street, Deakin, ACT 2600				
Restriction on Transfer	Mark as applicable	☒ Nil ☐ section 370 ☐ section 280 ☐ section 306 ☐ section 351				
Land Rent	Mark one	☒ Non-Land Rent Lease ☐ Land Rent Lease				
Occupancy	Mark one	☒ Vacant possession ☐ Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Fixed floor coverings, light fittings, window treatments/power blinds, dishwasher				
Date for Registration of Units Plan						
Date for Completion On or before 90 days from the date of this Contract						
Electronic Transaction? ☐ No ☒ Yes, using Nominated ELN:						
Land Tax to be adjusted? ☐ No ☒ Yes						
Residential Withholding Tax						
New residential premises? ☒ No ☐ Yes						
Potential residential land? ☒ No ☐ Yes						
Buyer required to make a withholding payment? ☒ No ☐ Yes (insert details on p.3)						
Foreign Resident Withholding Tax						
Relevant Price more than \$750,000.00? ☐ No ☐ Yes						
Clearance Certificates attached for all the Sellers? ☐ No ☐ Yes						

An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.

Buyer	Full name					
	ACN/ABN					
	Address					
Buyer Solicitor	Firm					
	Email					
	Phone		Ref			
	DX/Address					
Price	Price	(GST inclusive unless otherwise specified)				
	Less deposit	(10% of Price) ☐ Deposit by Instalments (clause 52 applies)				
	Balance					
Date of this Contract						

Co-Ownership	Mark one (show shares)	☐ Joint tenants	☐ Tenants in common in the following shares:
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Read This Before Signing: Before signing this Contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.

Seller signature	Buyer signature
Seller witness name and signature	Buyer witness name and signature

Seller Disclosure Documents

The following marked documents are attached and form part of this Contract. The Buyer acknowledges that by execution of this Contract the Buyer certifies in writing that the Buyer received the marked documents prior to entering into this Contract.

- ☐ Crown lease of the Land (including variations)
- ☐ Current certified extract from the land titles register showing all registered interests affecting the Property
- ☒ Deposited Plan for the Land
- ☒ Energy Efficiency Rating Statement
- ☐ Encumbrances shown on the land titles register (excluding any mortgage or other encumbrance to be discharged)
- ☐ If there is an encumbrance not shown on the land titles register — a statement about the encumbrance complying with the Civil Law (Sale of Residential Property) Regulations
- ☒ Lease Conveyancing Inquiry Documents for the Property
- ☒ Building Conveyancing Inquiry Document (except if:
 - the Property is a Class A Unit
 - the residence on the Property has not previously been occupied or sold as a dwelling; or
 - this Contract is an “off-the-plan purchase”)
- ☒ Building and Compliance Inspection Report(s) (except if section 9(2)(a)(ii) or section 9(2)(a)(iii) of the Sale of Residential Property Act applies).
- ☒ Pest information (except if the property is a Class A Unit or is a residence that has never been occupied): Pest Inspection Report(s).
- ☐ Regulated Swimming Pool documentation required under section 9 (1)(ja) of the Sale of Residential Property Act (on and from 1 May 2024).

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

If the Property is a Unit where the Units Plan is not registered:

- ☐ Inclusions list
- ☐ Disclosure Statement

If the Property is a Unit where the Units Plan is registered:

- ☒ Units Plan concerning the Property
- ☒ Current certified extract from the land titles register showing all registered interests affecting the Common Property
- ☒ Unit Title Certificate
- ☒ Registered variations to rules of the Owners Corporation
- ☐ (If the Unit is an Adaptable Housing Dwelling) drawings and plans demonstrating compliance with Australian Standard AS 4299-1995 (Adaptable Housing) as in force from time to time
- ☐ (If the Owners Corporation is a party to a Building Management Statement) Building Management Statement

If the Property is a Lot that is part of a Community Title Scheme:

- ☐ Section 67 Statement, as first or top sheet
- ☐ Community Title Master Plan
- ☐ Community Title Management Statement

If the Property is a Lot that will form part of a Community Title Scheme:

- ☐ Proposed Community Title Master Plan or sketch plan
- ☐ Proposed Community Title Management Statement

GST

- ☒ Not applicable
- ☐ Input taxed supply of residential premises
- ☐ Taxable supply (including new residential premises)
- ☐ GST-free supply of going concern
- ☐ Margin scheme applies

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

- ☐ Building and Compliance Inspection Report
- ☐ Pest Inspection Report

Asbestos

- ☐ Asbestos Advice
- ☐ Current Asbestos Assessment Report

Damages for delay in Completion – applicable interest rate and legal costs and disbursements amount (see clause 22)

Interest rate if the defaulting party is the Seller	0% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ 550.00 (GST inclusive)

Tenancy Summary

Premises		Expiry date	
Tenant name		Rent	
Commencement date		Rent review date	
Term		Rent review mechanism	

Managing Agent Details for Owners Corporation or Community Title Scheme (if no managing agent, secretary)

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

The supplier will frequently be the Seller. However, sometimes further information will be required as to which entity is liable for GST (eg if the Seller is part of a GST group, where the GST representative has the GST liability). If more than one supplier, provide details for each supplier.

Supplier	Name			
	ABN		Phone	
	Business address			
	Email			
Residential Withholding Tax	Supplier's portion of the RW Amount:			\$
	RW Percentage:			%
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):			\$
	Is any of the consideration not expressed as an amount in money?	☐ No	☐ Yes	
	If 'Yes', the GST inclusive market value of the non-monetary consideration:			\$
	Other details (including those required by regulation or the ATO forms):			

Cooling Off Period

(for residential property only)

- 1 The Buyer may rescind this Contract at any time before 5pm on the 5th Business Day after the day this Contract is made except if any circumstance in paragraph 2 applies.
- 2 There is no cooling off period if:
 - the Buyer is a corporation; or
 - the Property is sold by tender; or
 - the Property is sold by auction; or
 - before signing this Contract, the Buyer gives the Seller a certificate in the form required by the Sale of Residential Property Act signed by the Buyer Solicitor; or
 - this Contract is made on the same day the Property was offered for sale by auction but passed in and the Buyer was recorded in the bidders record as a bidder or a person for whom a bidder was bidding.
- 3 A Buyer exercising the cooling off right by rescinding this Contract forfeits 0.25% of the Price. The Seller is entitled to recover the amount forfeited from the Deposit and the Buyer is entitled to a refund of any balance.

Warnings

- 1 The Lease may be affected by the *Residential Tenancies Act 1997* (ACT) or the *Leases (Commercial & Retail) Act 2001* (ACT).
- 2 If a consent to transfer is required by law, see clause 4 as to the obligations of the parties.
- 3 As some risks associated with the Property pass from the Seller to Buyer on the Date of this Contract, (except if the Property is a Unit) the Buyer should take out insurance on the Property on the Date of this Contract.
- 4 The Buyer will usually have to pay stamp duty on the purchase of the Land. The Buyer may incur penalties if the Buyer does not pay the stamp duty within the required time.
- 5 There are serious risks to a Buyer releasing the Deposit before Completion. The Buyer should take legal advice before agreeing to release the Deposit.
- 6 The Buyer should consider the application of the Territory Plan and other planning and heritage issues before signing this Contract.
- 7 If the Lease is a concessional lease then restrictions on transfer and other dealings may apply.

Disputes

If there is a dispute, the Law Society encourages the use of informal procedures such as negotiation, independent expert appraisal or mediation to resolve the dispute.

Exchange of Contract

- 1 An Agent, authorised by the Seller, may:
 - insert:
 - the name and address of, and contact details for, the Buyer;
 - the name and address of, and contact details for, the Buyer Solicitor;
 - the Price;
 - the Date of this Contract,
 - insert in, or delete from, the Goods; and
 - exchange this Contract.
- 2 An Agent must not otherwise insert, delete or amend this Contract.
- 3 **The Agent must not exchange this Contract unless expressly authorised by the Seller or (if a solicitor is acting for the Seller) by the Seller or the Seller Solicitor.**

The Seller agrees to sell and the Buyer agrees to buy the Property for the Price on these terms:

1. Definitions and Interpretation

- 1.1 Definitions appear in the Schedule and as follows:

Affecting Interests means any mortgage, encumbrance, lease, lien, charge, notice, order, caveat, writ, or other interest;

Adaptable Housing Dwelling has the meaning in the Sale of Residential Property Act;

Agent has the meaning in the Sale of Residential Property Act;

ATO means the Australian Taxation Office, and includes the Commissioner for Taxation;

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

- a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
- a breach of the Building and Development Provision;

- a breach of any obligation of the Seller in a registered restrictive covenant affecting the Lease;
- a breach of any other term of the Lease;
- a breach of the articles of the Owners Corporation (if the Property is a Unit); or
- an Unapproved Structure;

Building Act means the *Building Act 2004* (ACT);

Building and Development Provision has the meaning in the Planning Act;

Building Conveyancing Inquiry Document has the meaning in the Sale of Residential Property Act;

Building and Compliance Inspection Report has the meaning in the Sale of Residential Property Act;

Building Management Statement has the meaning in the Land Titles Act;

Business Day means any day other than a Saturday, Sunday, public holiday or bank holiday in the Australian Capital Territory;

Class A Unit has the meaning in the Sale of Residential Property Act;

Common Property for a Unit has the meaning in the Unit Titles Act;

Common Property for a Lot that forms part of a Community Title Scheme has the meaning in the Community Title Act;

Community Title Act means the *Community Title Act 2001* (ACT);

Community Title Body Corporate means the entity referred to as such in the Community Title Act;

Community Title Management Statement has the meaning in the Community Title Act;

Community Title Master Plan has the meaning in the Community Title Act;

Community Title Scheme has the meaning in the Community Title Act;

Completion means the time at which this Contract is completed and **Completed** has a corresponding meaning;

Compliance Certificate means a certificate issued for the Lease under section 296 of the *Planning and Development Act 2007*, Division 10.12.2 of the Planning Act or under section 28 of the *City Area Leases Act 1936* or under section 180 of the Land Act;

Covenant includes a restrictive covenant;

Default Notice means a notice in accordance with clause 18.5 and clause 18.6

Default Rules has the meaning in the Unit Titles Management Act;

Deposit means the deposit forming part of the Price;

Developer in respect of a Lot has the meaning in the Community Title Act;

Developer Control Period has the meaning in the Unit Titles Management Act;

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

Disclosure Update Notice has the meaning in section 260(2) of the Property Act;

Encumbrance has the meaning in the Sale of Residential Property Act but excludes a mortgage;

Energy Efficiency Rating Statement has the meaning in the Sale of Residential Property Act;

Excluded Change has the meaning in section 259A(4) of the Property Act;

General Fund Contribution has the meaning in section 78(1) of the Unit Titles Management Act;

GST has the meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

GST Rate means the prevailing rate of GST specified as a percentage;

Improvements means the buildings, structures and fixtures erected on and forming part of the Land;

Income includes the rents and profits derived from the Property;

Land Act means the *Land (Planning & Environment) Act 1991* (ACT);

Land Charges means rates, land rent, land tax and other taxes and outgoings of a periodic nature in respect of the Property;

Land Rent Act means the *Land Rent Act 2008* (ACT);

Land Rent Lease means a Lease that is subject to the Land Rent Act;

Land Titles Act means the *Land Titles Act 1925* (ACT);

Lease means the lease of the Land having the meaning in the Planning Act;

Lease Conveyancing Inquiry Document has the meaning in the Sale of Residential Property Act;

Legislation Act means the *Legislation Act 2001*;

Liability of the Owners Corporation means any actual or contingent liability of the Owners Corporation attributable to the Unit on a Unit Entitlement basis (other than normal operating expenses) or expenditure to be made by the Owners Corporation to fulfil its obligations under the Unit Titles Management Act;

Lot has the meaning in the Community Title Act;

Non-Land Rent Lease means a Lease that is not subject to the Land Rent Act;

Notice to Complete means a notice in accordance with clause 18.1 and clause 18.2 requiring a party to complete;

Owners Corporation means the Owners Corporation for the Unit constituted or to be constituted under the Unit Titles Management Act following registration of the Units Plan;

Pest Inspection Report has the meaning in the Sale of Residential Property Act;

Pest Treatment Certificate has the meaning in the Sale of Residential Property Act;

Planning Act means the *Planning Act 2023* (ACT);

Planning and Land Authority has the meaning in the Legislation Act;

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

Property means the unexpired term of the Lease, the Improvements and the Goods, or (if the Land is a Unit) the unexpired term of the Unit Lease, the Improvements and the Goods;

Property Act means the *Civil Law (Property) Act 2006* (ACT);

Required Documents has the meaning in the Sale of Residential Property Act and includes a Unit Title Certificate but excludes a copy of this Contract;

Rescission Notice has the meaning in the Sale of Residential Property Act;

Residential Tenancies Act means the *Residential Tenancies Act 1997* (ACT);

Sale of Residential Property Act means the *Civil Law (Sale of Residential Property) Act 2003* (ACT);

Section 56 Certificate means a certificate for a Lot issued under section 56 of the Community Title Act;

Section 67 Statement means a statement for a Lot complying with section 67(2)-(4) of the Community Title Act;

Service includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television, or water service;

Staged Development has the meaning given by section 17(4) of the Unit Titles Act;

Tenancy Agreement includes a lease for any term and whether for residential purposes or otherwise;

Unapproved Structure has the meaning in the Sale of Residential Property Act;

Unit means the Unit referred to in the Schedule and which has the meaning in the Unit Titles Act;

Unit Entitlement for the Unit has the meaning in the Unit Titles Act;

Unit Title is the Lease together with the rights of the registered lessee of the Unit;

Unit Title Certificate means a certificate for the Unit issued under section 119 of the Unit Titles Management Act;

Unit Titles Act means the *Unit Titles Act 2001* (ACT);

Unit Titles Management Act means the *Unit Titles (Management) Act 2011* (ACT);

Units Plan means all the documents relating to the subdivision of the Land registered as the Units Plan for the Unit under the *Land Titles (Unit Titles) Act 1970*; and

Withholding Law means Subdivision 14 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) and associated provisions.

1.2 In this Contract:

- a reference to the Seller or to the Buyer includes the executors, administrators and permitted assigns of any of them, if an individual, and the successors or permitted assigns of any of them, if a corporation;
- the singular includes the plural, and the plural includes the singular;
- a reference to a person includes a body corporate;
- a term not otherwise defined has the meaning in the Legislation Act; and
- a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.

- 1.3 Headings are inserted for convenience only and are not part of this Contract.
- 1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of clause 2.1.
- 1.5 A reference to "this Contract" extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.
- 1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.
- 1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.
- 1.8 Without limiting clause 13, the parties agree that for the purposes of the *Electronic Transactions Act 2001* (ACT) and the *Electronic Transactions Act 1999* (Cth), this Contract may be signed and/or exchanged electronically.

2. Terms of payment

- 2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.
- 2.2 The Deposit becomes the Seller's property on Completion.
- 2.3 The Deposit may be paid by cheque or in cash (up to \$3,000.00) but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.
- 2.4 If the Buyer is in default under clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.
- 2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.
- 2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to \$200.00).
- 2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.
- 2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.

3. Title to the Lease

- 3.1 The Lease is or will before Completion be granted under the Planning Act.
- 3.2 The Lease is transferred subject to its provisions.
- 3.3 The title to the Lease is or will before Completion be registered under the Land Titles Act.
- 3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.
- 3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to "section 370" refers to this restriction.
- 4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to "section 280" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to "section 306" refers to this restriction.
- 4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to "section 351" refers to this restriction. Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.

- 4.4 If the consent referred to in clauses 4.2, 4.3, 4.3A or 4.3B is not granted by the Date for Completion then either party may rescind this Contract (provided that the party seeking to rescind is not then in default) and clause 21 applies.

5. Particulars of title and submission of transfer

- 5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.
- 5.2 No later than 7 days before the Date for Completion, the Buyer must give the Seller a transfer of the Lease in the form prescribed by the Land Titles Act, to be returned by the Seller to the Buyer on Completion in registrable form.
- 5.3 If the Seller is not the registered proprietor of the Lease at the Date of this Contract, the Seller must give to the Buyer no later than 14 days before the Date for Completion a copy of the instrument and any other documents necessary to enable the Seller to be registered as proprietor.

6. Buyer rights and limitations

- 6.1 If the Buyer establishes before Completion that except as disclosed in this Contract there is any Unapproved Structure on the Property, then the Buyer may:
 - 6.1.1 require the Seller to arrange for the Unapproved Structure to be approved before Completion; and
 - 6.1.2 if the Unapproved Structure is not approved before Completion, rescind or complete and sue the Seller for damages.
- 6.2 If the Buyer establishes, immediately before Completion, that, except as disclosed in this Contract:
 - 6.2.1 the Property is subject to an encumbrance other than the encumbrances shown on the title to the Lease; or
 - 6.2.2 the Buyer is not entitled to vacant possession, then the Buyer may either:
 - 6.2.3 rescind; or
 - 6.2.4 complete and sue the Seller for damages.
- 6.3 The Buyer is not entitled to make any requisitions on the title to the Property.
- 6.4 The Buyer cannot make a claim or objection or rescind or terminate in respect of:
 - 6.4.1 a Service for the Property being a joint service or passing through another property, or any Service for another property passing through the Property;
 - 6.4.2 a wall being or not being a party wall or the Property being affected by an

easement for support or not having the benefit of an easement for support;

- 6.4.3 any change in the Property due to fair wear and tear before Completion;
- 6.4.4 a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;
- 6.4.5 any Breach of Covenant described in the Schedule or disclosed elsewhere in this Contract;
- 6.4.6 the ownership or location of any dividing fence;
- 6.4.7 the ownership of any fuel storage tank; and
- 6.4.8 anything disclosed in this Contract (except an Affecting Interest).

7. Seller warranties

7.1 The Seller warrants that at the Date of this Contract:

- 7.1.1 the Seller will be able to complete at Completion;
- 7.1.2 the Seller has no knowledge of any unsatisfied judgment, order or writ affecting the Property;
- 7.1.3 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property; and
- 7.1.4 the Seller is not aware of any material change in the matters disclosed in the Required Documents.

7.2 The Seller warrants that on Completion:

- 7.2.1 the Seller will be or will be able to be the registered proprietor of the Lease and will own the rest of the Property free from any Affecting Interests;
- 7.2.2 the Seller will have the capacity to complete;
- 7.2.3 there will be no unsatisfied judgment, order or writ affecting the Property;
- 7.2.4 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property;
- 7.2.5 the Seller is not aware of any encroachments by or upon the Property except as disclosed. This warranty does not extend to the location of any dividing fence;
- 7.2.6 there will be no Breach of Covenant except as disclosed in this Contract; and
- 7.2.7 unless disclosed in the Schedule or elsewhere in this Contract, the Lease is a

Non-Land Rent Lease and not a Land Rent Lease.

- 7.3 The Seller gives no warranties as to the present state of repair of any of the Improvements or condition of the Land, except as required by law.

8. Adjustments

- 8.1 The Seller is entitled to the Income and is liable for all Land Charges up to and including Completion after which the Buyer will be entitled to the Income and liable for the Land Charges, provided the Seller will be liable for all land tax in respect of the Property if the 'Land Tax to be adjusted?' option on the Schedule is marked 'No'.
- 8.2 The parties must pay any adjustment of the Income and Land Charges calculated under clause 8.1 on Completion.
- 8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.
- 8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.
- 8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by section 18 of the Sale of Residential Property Act on Completion.

9. Terms of possession

- 9.1 The Seller must give the Buyer vacant possession of the Property on Completion unless otherwise marked in the Schedule.
- 9.2 If the Property is sold subject to a tenancy, the Seller has:
 - 9.2.1 attached to this Contract a copy of the signed Tenancy Agreement; or
 - 9.2.2 completed the tenancy summary on page 2 of this Contract.
- 9.3 If the Property is sold subject to a tenancy:
 - 9.3.1 the Seller warrants that except as disclosed in this Contract:
 - (a) if applicable, the rental bond has been provided in accordance with the Residential Tenancies Act;
 - (b) if applicable, the Seller has complied with the Residential Tenancies Act;

- (c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;
- (d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;
- (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and
- (f) if applicable, the Tenancy Agreement incorporates:
 - (i) the Prescribed Terms; and
 - (ii) any other terms approved by the Residential Tenancies Tribunal.

9.3.2 The Seller must hand to the Buyer on Completion:

- (a) any written Tenancy Agreement to which this Contract is subject;
- (b) a notice of attornment;
- (c) if applicable, any notice required to be signed by the Seller to transfer the rental bond by the Office of Rental Bonds to the Buyer; and
- (d) if applicable, any other notice required to be signed by the Seller under the Residential Tenancies Act.

9.3.3 The Buyer indemnifies the Seller in relation to any liability which the Seller incurs or to which the Seller is subject under the tenancy because of matters occurring after Completion.

10. Inspection and condition of Property

- 10.1 The Buyer may on reasonable notice to the Seller and at reasonable times inspect the Property before Completion.
- 10.2 The Seller must leave the Property clean and tidy on Completion.

11. Inspection of building file

- 11.1 The Seller must, if requested by the Buyer, give to the Buyer all authorities necessary to enable the Buyer (or Buyer's nominee) to inspect and obtain at the Buyer's expense, copies of:
 - 11.1.1 any document in relation to the Land and Improvements held by any government or statutory authority; and

- 11.1.2 any notices issued by any authority in relation to the Land and Improvements.

12. Additional Seller obligations

- 12.1 Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:
 - 12.1.1 comply with any notice issued by any authority before the Date of this Contract which requires work to be done or money to be spent on or in relation to the Property or the Lease;
 - 12.1.2 obtain approval for any Development conducted on the Land;
 - 12.1.3 comply with the Lease to the extent to which the Seller is required to comply up to Completion;
 - 12.1.4 comply with any obligations on the Seller in a registered restrictive covenant affecting the Lease; and
 - 12.1.5 give the Buyer notice of any material change (other than fair wear and tear) the Seller becomes aware of in the matters disclosed in the Required Documents, since the date of each of the relevant Required Documents.

13. Electronic transaction

- 13.1 In this clause 13, the following words mean:

Adjustment Figures mean details of the adjustments to be made to the Price under this Contract;

Completion Time means the time of day on the Date for Completion when the Electronic Transaction is to be Completed;

Conveyancing Transaction has the meaning given in the Participation Rules;

Digitally Signed has the meaning given in the Participation Rules and **Digitally Sign** has a corresponding meaning;

Discharging Mortgagee means any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a Digitally Signed discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the Lease to be transferred to the Buyer;

ECNL means the *Electronic Conveyancing National Law (ACT) Act 2020 (ACT)*;

Effective Date means the date on which the Conveyancing Transaction is agreed to be an Electronic Transaction under clause 13.2.2 or, if clause 13.2.1 applies, the Date of this Contract;

Electronic Document means a caveat, a Crown lease or an instrument as defined in the Land Titles Act which may be created and Digitally Signed in an Electronic Workspace;

Electronic Transaction means a Conveyancing Transaction to be conducted for the parties by their legal representatives as Subscribers using an ELN and in accordance with the ECNL and the Participation Rules;

Electronic Transfer means a transfer of the Lease under the Land Titles Act to be prepared and Digitally Signed in the Electronic Workspace established for the purposes of the parties' Conveyancing Transaction;

Electronic Workspace has the meaning given in the Participation Rules;

Electronically Tradeable means a land title dealing that can be lodged electronically;

ELN has the meaning given in the Participation Rules;

FRCGW Remittance means a remittance which the Buyer must make in accordance with the Withholding Law and clauses 51.4 to 51.8;

GSTRW Payment means a payment which the Buyer must make in accordance with the Withholding Law and clauses 53.5 to 53.9;

Incoming Mortgagee means any mortgagee who is to provide finance to the Buyer on the security of the Lease and to enable the Buyer to pay the whole or part of the price;

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

Mortgagee Details mean the details which a party to the Electronic Transaction must provide about any Discharging Mortgagee of the Land as at Completion;

Nominated ELN means the ELN specified in the Schedule;

Participation Rules mean the participation rules as determined by the ECNL;

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

Title Data means the details of the title to the Lease made available to the Electronic Workspace by the Land Registry.

13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:

13.2.1 this Contract says that it is an Electronic Transaction; or

13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.

13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:

13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible to be lodged electronically; or

13.3.2 if, at any time after the Effective Date, but at least 14 days before the Date for Completion, a party serves a notice on the other party stating a valid reason why it cannot be conducted as an Electronic Transaction.

13.4 If, because of clause 13.3.2, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

(b) otherwise bear that party's own costs; incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and

13.4.2 if a party has paid all of a disbursement or fee which by reason of this clause, is to be borne equally by the parties, that amount must be adjusted on Completion.

13.5 If this Conveyancing Transaction is to be conducted as an Electronic Transaction:

13.5.1 to the extent that any other provision of this Contract is inconsistent with this clause, the provisions of this clause prevail and this Contract is amended to give full effect to the Electronic Transaction;

13.5.2 without limiting clause 13.5.1, clause 5.2 does not apply;

13.5.3 the parties must conduct the Electronic Transaction:

(a) in accordance with the Participation Rules and the ECNL; and

(b) using the Nominated ELN, unless the parties otherwise agree;

13.5.4 a party must pay the fees and charges payable by that party to the ELN and the

- Land Registry as a result of this transaction being an Electronic Transaction; and
- 13.5.5 a document which is an Electronic Document is served as soon as it is first Digitally Signed in the Electronic Workspace on behalf of the party required to serve it.
- 13.6 The Seller must within 7 days of the Effective Date:
- 13.6.1 create an Electronic Workspace;
- 13.6.2 Populate the Electronic Workspace with Title Data, the Date for Completion and, if applicable, Mortgagee Details; and
- 13.6.3 invite the Buyer and any Discharging Mortgagee to the Electronic Workspace.
- 13.7 If the Seller has not created an Electronic Workspace in accordance with clause 13.6, the Buyer may create an Electronic Workspace. If the Buyer creates the Electronic Workspace the Buyer must:
- 13.7.1 Populate the Electronic Workspace with Title Data;
- 13.7.2 create and Populate the Electronic Transfer;
- 13.7.3 Populate the Electronic Workspace with the Date for Completion and a nominated Completion Time; and
- 13.7.4 invite the Seller and any Incoming Mortgagee to join the Electronic Workspace.
- 13.8 Within 7 days of receiving an invitation from the Seller to join the Electronic Workspace, the Buyer must:
- 13.8.1 join the Electronic Workspace;
- 13.8.2 create and Populate the Electronic Transfer;
- 13.8.3 invite any Incoming Mortgagee to join the Electronic Workspace; and
- 13.8.4 Populate the Electronic Workspace with a nominated Completion Time.
- 13.9 If the Buyer has created the Electronic Workspace the Seller must within 7 days of being invited to the Electronic Workspace:
- 13.9.1 join the Electronic Workspace;
- 13.9.2 Populate the Electronic Workspace with Mortgagee Details, if applicable; and
- 13.9.3 invite any Discharging Mortgagee to join the Electronic Workspace.
- 13.10 To complete the financial settlement schedule in the Electronic Workspace:
- 13.10.1 the Seller must provide the Buyer with Adjustment Figures at least 2 Business Days before the Date for Completion;
- 13.10.2 the Buyer must confirm the Adjustment Figures at least 1 Business Day before the Date for Completion; and
- 13.10.3 if the Buyer must make a GSTRW Payment and / or an FRCGW Remittance, the Buyer must Populate the Electronic Workspace with the payment details for the GSTRW Payment or FRCGW Remittance payable to the ATO at least 2 Business Days before the Date for Completion.
- 13.11 Before Completion, the parties must ensure that:
- 13.11.1 all Electronic Documents which a party must Digitally Sign to complete the Electronic Transaction are Populated and Digitally Signed;
- 13.11.2 all certifications required by the ECNL are properly given; and
- 13.11.3 they do everything else in the Electronic Workspace which that party must do to enable the Electronic Transaction to proceed to Completion.
- 13.12 If Completion takes place in the Electronic Workspace:
- 13.12.1 payment electronically on Completion of the Balance of the Price in accordance with clause 2.6 is taken to be payment by a single unendorsed bank cheque; and
- 13.12.2 clauses 51.4.3, 51.4.4, 53.8 and 53.9 do not apply.
- 13.13 If the computer systems of any of the Land Registry, the ELN, the ATO or the Reserve Bank of Australia are inoperative for any reason at the Completion Time agreed by the parties, a failure to complete this Contract for that reason is not a default under this Contract on the part of either party.
- 13.14 If the computer systems of the Land Registry are inoperative for any reason at the Completion Time agreed by the parties, and the parties agree that financial settlement is to occur despite this, then on financial settlement occurring:
- 13.14.1 all Electronic Documents Digitally Signed by the Seller, any discharge of mortgage, withdrawal of caveat or other Electronic Document forming part of the Lodgment Case for the Electronic Transaction shall be taken to have been unconditionally and irrevocably delivered to the Buyer or

the Buyer's mortgagee at the time of financial settlement; and

13.14.2 the Seller shall be taken to have no legal or equitable interest in the Property.

13.15 If the parties do not agree about the delivery before Completion of one or more documents or things that cannot be delivered through the Electronic Workspace, the party required to deliver the documents or things:

13.15.1 holds them on Completion in escrow for the benefit of the other party; and

13.15.2 must immediately after Completion deliver the documents or things to, or as directed by the party entitled to them.

14. Off the plan purchase and Compliance Certificate

14.1 If the Lease contains a Building and Development Provision which has not been complied with at the Date of this Contract, and clause 4.2 does not apply:

14.1.1 where the Seller is obliged to construct Improvements by Completion, before the Date for Completion, the Seller must at the Seller's expense complete the construction of the Improvements promptly and in a good and workmanlike manner substantially in accordance with the proposed plan, specifications and inclusions list attached; and

14.1.2 on or before Completion, the Seller must at the Seller's expense give to the Buyer evidence that a Compliance Certificate has been obtained.

15. Goods

15.1 The Seller gives no warranties as to the present state of repair of any of the Goods except as required by law.

15.2 The Goods are included in the Price.

15.3 The Seller warrants that the Goods are unencumbered and that the Seller has the right to sell them.

15.4 The Goods become the Buyer's property on Completion.

15.5 Except for fair wear and tear, the Seller must give the Goods to the Buyer on Completion in the same state of repair they are in at the Date of this Contract.

16. Errors and misdescriptions

16.1 If, before Completion, the Buyer becomes aware of an error in the description of the Property the Buyer may:

16.1.1 identify whether the error is material or not material, and ask the Seller to arrange for the error to be corrected before Completion; and

16.1.2 if the error is not corrected before Completion:

(a) for an error that is material — rescind this Contract, or complete this Contract and make a claim for compensation; and

(b) for an error that is not material — complete this Contract and make a claim for compensation.

16.2 This clause applies even if the Buyer did not take notice of or rely on anything in this Contract containing or giving rise to the error or misdescription.

16.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.

17. Compensation claims by Buyer

17.1 To make a claim for compensation (including a claim under clause 16) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:

17.1.1 the Seller can rescind if in the case of a claim that is not a claim for delay:

(a) the total amount claimed exceeds 5% of the Price;

(b) the Seller gives notice to the Buyer of an intention to rescind; and

(c) the Buyer does not give notice to the Seller waiving the claim within 14 days after receiving the notice; and

17.1.2 if the Seller does not rescind under clause 17.1.1, the parties must complete and:

(a) the lesser of the total amount claimed and 5% of the Price must be paid out of the Price to, and held by, the Stakeholder until the claim is finalised or lapses;

(b) the amount held is to be invested by the Stakeholder (at the risk of the party who becomes entitled to it) with an Australian bank in an interest-bearing account at call in the name of

- the Stakeholder in trust for the Seller and the Buyer;
- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
- (d) the decision of the arbitrator is final and binding;
- (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
- (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
- (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
- (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

18. Notice to Complete and Default Notice

- 18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.
- 18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.
- 18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
 - 18.3.1 not be in default; and

- 18.3.2 be ready willing and able to complete but for some default or omission of the other party.

- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
 - 18.6.1 must specify the default;
 - 18.6.2 must require the party served with the Default Notice to rectify the default within 7* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
 - 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

19. Termination — Buyer default

- 19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:
 - 19.1.1 sue the Buyer for breach; or
 - 19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are

* Alter as necessary

recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Property within 12 months of termination.

- 19.2 In addition to any money kept or recovered under clause 19.1, the Seller may retain on termination any other money paid by the Buyer as security for any damages awarded to the Seller arising from the Buyer's default provided that proceedings for the recovery of damages are commenced within 12 months of termination.

20. Termination — Seller default

- 20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:
- 20.1.1 terminate and seek damages; or
 - 20.1.2 enforce without further notice any other rights and remedies available to the Buyer.
- 20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21. Rescission

- 21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:
- 21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
 - 21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

22. Damages for delay in Completion

- 22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:
- 22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
 - 22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
 - 22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not

at fault if Completion occurs later than 7 days after the Date for Completion.

- 22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.
- 22.3 The parties agree that:
- 22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and
 - 22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

- 23.1 The Buyer warrants the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer of the Lease under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).
- 23.2 This clause is an essential term.

24. GST

- 24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.
- 24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.
- 24.3 If under this Contract a party (Relevant Party) must make an adjustment, pay an amount to another party (excluding the Price but including the Deposit if it is released or forfeited to the Seller) or pay an amount payable by or to a third party:
- 24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but
 - 24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.
- 24.4 If this Contract says this sale is the supply of a going concern:

24.4.1 the parties agree the supply of the Property is the supply of a going concern;

24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;

24.4.3 the Seller must carry on the enterprise until Completion;

24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and

24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:

(a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and

(b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).

24.5 If this Contract says the margin scheme applies:

24.5.1 the Seller warrants that it can use the margin scheme; and

24.5.2 the Buyer and Seller agree that the margin scheme is to apply,

in respect of the sale of the Property.

24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.

24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

25. Power of attorney

25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.

26. Notices claims and authorities

26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.

26.2 To serve a notice a party must:

26.2.1 leave it at; or

26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,

the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or

26.2.3 serve it on that party's solicitor in any of the above ways; or

26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or

26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.

26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.

27. Unit title

27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.

28. Definitions and interpretation

28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.

28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

29. Title to the Unit

29.1 Clauses 3.1, 3.2 and 3.3 do not apply.

29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970* (ACT).

29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.

30. Buyer rights limited

30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the

lease of the Common Property or breach of rules of the Owners Corporation disclosed in this Contract.

31. Adjustment of contribution

- 31.1 Any adjustment under clause 8 must include an adjustment of the contributions to the Owners Corporation under section 78 and section 89 of the Unit Titles Management Act.

32. Inspection of Unit

- 32.1 For the purposes of clause 10.1 Property includes the Common Property.

33. Seller warranties

- 33.1 The Seller warrants that at the Date of this Contract:
- 33.1.1 to the Seller's knowledge, there are no unfunded latent or patent defects in the Common Property or Owners Corporation assets, other than the following:
- (a) defects arising through fair wear and tear; and
- (b) defects disclosed in this Contract;
- 33.1.2 the Owners Corporation records do not disclose any defects to which the warranty in clause 33.1.1 applies;
- 33.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owners Corporation's normal operating expenses, other than liabilities disclosed in this Contract;
- 33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;
- 33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;
- 33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89 of the Unit Titles Management Act; and
- 33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:
- (a) as set out in Schedule 4 to the Unit Titles Management Act; or

- (b) in respect of a corporation established under the *Unit Titles Act 1970 (repealed)* and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; or

- (c) in respect of a corporation established under the Unit Titles Act and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012;

except for any alterations to those rules registered under section 108.

- 33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller has actual knowledge, or ought reasonably to have knowledge, of that thing.
- 33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to significantly prejudice the Buyer.
- 33.4 For the purposes of clause 7, Property includes the Common Property.
- 33.5 These warranties are in addition to those given in clause 7.

34. Damage or destruction before Completion

- 34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.
- 34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

35. Notice to Owners Corporation

- 35.1 The parties must comply with the rules of the Owners Corporation in relation to notification of the sale and purchase of the Unit.

36. Unit Title Certificate

- 36.1 On Completion the Buyer must pay to the Seller the fee as determined by the Minister pursuant to section 119(7) of the Units Title Management Act for the Unit Title Certificate attached.

37. Unregistered Units Plan

Warning: The following clauses 37, 38 and 39 do not encompass all obligations, rights and remedies under Part 2.9 of the Property Act for off the plan contracts.

- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.
- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
- 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.
- In this clause, a minor variation is any variation less than 5% to either the size or value of the Unit described in the plan attached.
- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners

Corporation from those set out in Schedule 4 of the Unit Title Management Act.

- 37.8 If clause 37.1 applies, the Seller must give to the Buyer a Unit Title Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of the Contract:
- 37.9.1 a Disclosure Statement for the Unit that complies with the requirements of section 260 of the Property Act; and
- 37.9.2 if a right to approve the keeping of animals during the Developer Control Period is reserved — details of the reservation, including the kind and number of animals.
- 37.10 The Seller warrants that the information disclosed in the Disclosure Statement, including information in any Disclosure Update Notice, is accurate.

38. Rescission of Contract

- 38.1 The Buyer may, by written notice given to the Seller, rescind this Contract if:
- 38.1.1 there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3, were this Contract completed at the time it is rescinded; or
- 38.1.2 there would be a breach of a warranty provided in clause 37.10:
- (a) were this Contract completed at the time it is rescinded; and
- (b) the Buyer is significantly prejudiced by the breach,
- and the breach does not relate to an amendment to the Development Statement that is an Excluded Change.
- 38.2 A notice must be given:
- 38.2.1 under clause 38.1.1:
- (a) if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
- (b) in any other case — not later than 14 days after the later of the following happens:
- (i) the Date of this Contract; and
- (ii) another period agreed between the Buyer and Seller ends; or

38.2.2 under clause 38.1.2 – at any time before the Buyer is required to complete this Contract.

38.3 If the Buyer rescinds this Contract, the Seller must repay any amount paid to the Seller towards the purchase of the Unit and otherwise the provisions of clause 21 will apply.

39. Claims for compensation

39.1 This clause 39 applies if, before Completion, the Buyer reasonably believes that, except as disclosed in this Contract, there would be a breach of a warranty established under any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4, 33.3 or 37.10 were this Contract to be completed.

39.2 The Buyer may, by written notice given to the Seller:

39.2.1 tell the Seller:

- (a) about the breach; and
- (b) that the Buyer will complete this Contract; and

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

39.3.1 if this Contract is entered before the Units Plan for the Unit is registered – not later than 3 days before the Buyer is required to complete this Contract; or

39.3.2 in any other case – not later than 14 days after the later of the following happens:

- (a) the Buyer's copy of the Contract is received by the Buyer;
- (b) another period agreed between the Buyer and Seller ends.

39.4 The Buyer may not claim compensation under this clause 39 only because of the breach of a warranty related to an amendment to the Development Statement that is an Excluded Change.

40. Community title

40.1 The following clauses 41 to 50 inclusive apply if the Property is, or will on Completion form, a Lot within a Community Title Scheme.

41. Definitions and interpretation

41.1 A reference in these clauses 40 to 50 inclusive to a section or Part is a reference to a section or Part of the Community Title Act.

42. Buyer rights limited

42.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for

compensation in respect of any breach of the lease of the Common Property or breach of rules or by-laws of the Community Title Body Corporate disclosed in this Contract.

43. Adjustment of contribution

43.1 Any adjustment under clause 8 must include an adjustment of the contributions to the fund under section 45.

44. Inspection of property

44.1 For the purposes of clause 10.1 Property includes the Common Property.

45. Unregistered Community Title Scheme

45.1 This clause 45 applies if at the Date of this Contract, the Community Title Scheme has not registered.

45.2 The Seller must attach a copy of the proposed Community Title Master Plan, or a sketch plan showing the location and dimensions of the Lot sufficient to enable the Buyer to determine the location and dimensions of the Lot in relation to other lots and the Common Property in the proposed scheme.

45.3 The Seller must attach a copy of the proposed Community Title Management Statement.

45.4 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:

45.4.1 any minor variations to the Lot between the plan attached, and the registered Community Title Master Plan; or

45.4.2 any minor alterations required by an authority or the Registrar General in the number, size, location or entitlement of any other Lot in the Community Title Scheme or in or to the Common Property provided the proportion of the entitlement of the Lot to the other lots in the Community Title Scheme is not varied; or

45.4.3 any minor variations between the proposed Community Title Management Statement and the registered Community Title Management Statement.

In this clause, a minor variation is any variation less than 5% to either the size or value of the Lot described in the plan attached and referred to in the proposed Community Title Management Statement.

45.5 The Seller must not permit the Community Title Body Corporate to vary the by-laws of the

Community Title Scheme from those set out in Schedule 1 of the Community Title Act, unless otherwise disclosed in this Contract.

- 45.6 After the Community Title Body Corporate has been constituted under section 30, the Seller must cause the Community Title Body Corporate to comply with Part 8 to the extent to which the Community Title Body Corporate is required by law to comply with those provisions up to the Date for Completion.

46. Incomplete development of Community Title Scheme

- 46.1 This clause 46 applies if at the Date of this Contract, development of the Community Title Scheme has not completed.
- 46.2 Until the development of a Community Title Scheme is finished, the Developer warrants to the Buyer that the development will be carried out in accordance with the scheme.
- 46.3 Without limiting the damages recoverable for breach of the warranty in clause 46.2, the Buyer may recover damages for the loss of a reasonably expected capital appreciation of the Lot that would have resulted from completion of the development in accordance with the terms of the Community Title Scheme.

47. Incomplete development of Lot

- 47.1 This clause 47 applies if at the Date of this Contract, the Lot is to be developed or further developed in accordance with the Community Title Scheme. For clarity, this clause does not apply if an unconditional Compliance Certificate has issued before the Date of this Contract and the Seller gives to the Buyer evidence acceptable to the Registrar General that an unconditional Compliance Certificate has issued for the Lot, or if the Seller gives an unconditional Compliance Certificate to the Buyer on Completion.
- 47.2 The Buyer becomes bound to develop the Lot in accordance with the Community Title Scheme.
- 47.3 The Seller must give written notice of the proposed sale of the Lot to the Planning and Land Authority.
- 47.4 The Buyer must:
- 47.4.1 give to the Planning and Land Authority a written undertaking to develop the Lot in accordance with the Community Title Scheme (if a form is approved for an undertaking, the form must be used); and
- 47.4.2 give the Planning and Land Authority any security required by the Planning and Land Authority, within 28 days after notice of the transaction was given to the

Planning and Land Authority, for the development of the Lot in accordance with the Community Title Scheme.

48. Required first or top sheet

- 48.1 The Seller must give to the Buyer, before the Buyer enters into this Contract, a Section 67 Statement.
- 48.2 The Section 67 Statement must:
- 48.2.1 state that the Lot is included in a Community Title Scheme that imposes obligations on the owner of the Lot;
- 48.2.2 state the name and address of:
- (a) the body corporate of the scheme; or
- (b) if it is the duty of the Community Title Body Corporate manager to act for the Community Title Body Corporate in supplying Section 56 Certificates — the manager;
- 48.2.3 state the amount of annual contributions currently fixed by the Community Title Body Corporate as payable by the owner of the Lot;
- 48.2.4 identify improvements on common property of the scheme for which the owner of the Lot is responsible;
- 48.2.5 be signed by the Seller or a person authorised by the Seller; and
- 48.2.6 be substantially complete.
- 48.3 The Seller must attach to this Contract, as a first or top sheet, a copy of the Section 67 Statement given to the Buyer under clause 48.1.
- 48.4 The Buyer may rescind this Contract if:
- 48.4.1 the Seller has not complied with clauses 48.1 and 48.3; and
- 48.4.2 Completion has not taken place.

49. Notice to Community Title Body Corporate

- 49.1 The parties must comply with the rules and by-laws of the Community Title Body Corporate in relation to notification of the sale and purchase of the Lot.

50. Section 56 Certificate

- 50.1 The Seller must give to the Buyer a Section 56 Certificate at least 7 days before Completion.
- 50.2 On Completion, the Buyer must pay to the Seller the fee charged for the Section 56 Certificate.

51. Foreign Resident Withholding Tax

Warning: The questions in the Schedule regarding the Relevant Price and the Clearance Certificates are not binding, and are included to remind the parties of their obligations under the Withholding Law.

Warning: The following clauses 51.1 to 51.8 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

51.1 In this clause 51 the following words have the following meanings:

CGT Asset has the meaning in the *Income Tax Assessment Act 1997*;

Clearance Certificate means a certificate issued under section 14-220 of the Withholding Law that covers the date of Completion;

Relevant Percentage means the percentage amount stated in section 14-200(3)(a) and 14-205(4)(a) of the Withholding Law;

Relevant Price means the higher of:

- the Price (including GST); and
- the market value of the CGT Assets sold under this Contract;

as at the Date of this Contract;

Variation Certificate means a certificate issued under section 14-235 of the Withholding Law that covers the date of Completion;

Withholding Amount means, subject to clauses 51.6 and 51.7, the Relevant Percentage of the first element of the CGT Asset's cost base (for all CGT Assets sold under this Contract) as at the Date of this Contract; and

Withholding Law means Subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953* and associated provisions.

51.2 If the Relevant Price is less than the dollar amount stated in section 14-215(1)(a) of the Withholding Law as at the Date of this Contract, the parties acknowledge that there are no obligations under the Withholding Law.

51.3 If Clearance Certificates for all the Sellers are provided to the Buyer prior to Completion, the parties acknowledge that there are no obligations under the Withholding Law.

51.4 If neither clauses 51.2 or 51.3 apply, then:

51.4.1 the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 51.4.2(a), within 5 days of written request from the Buyer;

51.4.2 the Buyer must:

- (a) lodge a purchaser payment notification form with the ATO; and
- (b) give evidence of compliance with clause 51.4.2(a) to the Seller;

no later than 5 days before the Date for Completion;

51.4.3 the Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the Withholding Amount; and

51.4.4 the parties must both, on the date of Completion, attend the offices of an authorised collection agent of the ATO to deposit the bank cheque referred to in clause 51.4.3 in payment of the Withholding Amount following Completion.

51.5 If clause 51.4 applies and the parties do not comply with clause 51.4.4:

51.5.1 the Buyer indemnifies the Seller for any loss or damage resulting from the Buyer's delay in remitting and/or failure to remit the Withholding Amount to the ATO; and

51.5.2 the Buyer charges the Property (for the benefit of the Seller) with the Buyer's obligations under this clause 51.5.

51.6 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.

51.7 Where Clearance Certificates for some but not all of the Sellers are provided to the Buyer prior to Completion, then the Withholding Amount is reduced by the same percentage as the percentage ownership of the Property of the Sellers that are subject to a Clearance Certificate.

51.8 Where a Clearance Certificate is provided by a Seller to the Buyer, the Seller warrants to the Buyer that that Seller is the entity referred to in the Clearance Certificate and is the relevant taxpayer for capital gains tax payable on the sale of the CGT Assets sold under this Contract.

52. Deposit by Instalments

52.1 The following clauses 52.2 to 52.8 inclusive only apply if the 'Deposit by Instalments' option on the Schedule is selected.

52.2 Clauses 2.1, 2.2, 2.3 and 2.4 are deleted.

52.3 The Buyer must pay the Deposit to the Stakeholder. The Seller agrees to accept the payment of the Deposit in two instalments as follows:

52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and

52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

and in every respect time is of the essence for payment of the First Instalment in this clause 52.3.1.

52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.

52.5 If the First Instalment of the Deposit is:

52.5.1 not paid on time and in accordance with clause 52.3; or

52.5.2 paid by cheque and the cheque is not honoured on first presentation,

the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.

52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).

52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.

52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

Warning: The following clauses 53.1 to 53.9 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

53.1 In this clause 53 the following words have the following meanings:

RW Amount means the amount which the Buyer must pay under section 14-250 of the Withholding Law;

RW Amount Information means the completed RW Amount details referred to on page 3 of this Contract; and

RW Percentage means the percentage amount stated in section 14-250(6), (8) and (9) of the Withholding Law, as applicable to the supply of the Property from the Seller to the Buyer.

53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.

53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.

53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.

53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.

53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:

53.6.1 21 days after a written request from the Seller; or

53.6.2 7 days prior to the Date for Completion, whichever is the earlier.

53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

* Alter as necessary

- 53.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 53.9 In relation to the unendorsed bank cheque required by clause 53.8, the Buyer must:
- 53.9.1 forward the unendorsed bank cheque to the ATO immediately after Completion; and
 - 53.9.2 provide the Seller with evidence of payment of the RW Amount to the ATO.

Unit 9 UP No. 15466
Block 11 Section 132 Casey

Emma Brown Legal

SPECIAL CONDITIONS

1. **Contract pages**

The ACT Law Society Contract Pages are amended as follows:

- 1.1. In clause 2.3 the words “in cash (up to \$3,000)” is deleted and “by electronic transfer” is added in its place;
- 1.2. In clause 2.6 the words “or in cash (up to \$200.00)” is deleted;
- 1.3. In clause 5.3 “no later than 14 days before the Date for Completion” is deleted and replaced with “at Completion”
- 1.4. In clause 8.4 the words “Buyer Solicitor” are deleted and replaced with “Seller Solicitor”;
- 1.5. On page 2, the words “party not at fault” are deleted and replaced with “Seller”.
- 1.6. Add clause 26.4 as follows-
“by sending via email to the Buyer or the Buyer’s solicitor. The email is considered received at the time it was sent by the sending party. If sent after 5:00 PM, the email is to be considered received at 9:00 AM on the next business day.”;

2. **Inconsistency**

In the event of any inconsistency between the ACT Law Society Contract Pages and these Special conditions, the Special conditions will prevail to the extent of the inconsistency.

3. **Condition of Property**

Buyer accepts the property, including all improvements, fixtures, fittings and inclusions in its present condition and state of repair as at the date of this contract. Buyer must not make any requisition, objection, claim for compensation and the Seller will not be required to carry out any repairs to the property after the date of this contract.

4. **Reliance on own enquiries and warranty**

This contract contains the entire agreement between the Buyer and the Seller. The Buyer warrants that they have relied entirely on their own investigations and enquiries into the property while entering this contract.

5. **Keys**

The Seller will supply all keys for the subject premises in the possession of the Seller. The Buyer must not delay completion, make any objection, requisition or claim for compensation whatsoever in relation to keys.

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6. Agent warranty and indemnity

The Buyer:

- 6.1. Warrants that they were not introduced to either the Seller or the Property by way of any Real estate agent other than the Seller's agent as listed in the contract;
 - 6.2. Agrees to indemnify and keep indemnified the Sellers against all claims for commission, costs or damages resulting from a breach of this warranty.
- Clause 6 will not merge at completion

7. Adjustments

If settlement is not completed on or before the Date of Completion as noted in the Schedule due to delay or default caused by the Buyer:

- 7.1. The Buyer will be liable for all land charges including but not limited to general rates, water rates, body corporate levies and land tax from the date of completion as per the schedule notwithstanding anything in Clause 8 of the ACT Law Society Contract pages;
- 7.2. The Seller will be entitled to all Income in relation to the subject premises up to and including the date of completion.
- 7.3. In the event of an error or omission in relation to the adjustments, the parties agree to adjust any amount owed between themselves after completion. This clause shall not merge at completion.

8. Variations

This contract may be varied by agreement in writing between the Parties.

9. Waiver of rights

A delay in exercise of any right conferred by this contract does not waive the right.

10. Execution

This contract may be executed in the following manner:

- 11.1 Wet ink signature;
- 11.2 Copy of wet ink signature;
- 11.3 Electronic signature;
- 11.4 Docusign.

11. DEPOSIT BOND

- 11.1. For the purposes of this contract the word bond will be taken to mean an unconditional bond or deposit guarantee issued by a bond provider based in Australia on terms that are in accordance and satisfactory to the Seller. The Seller will have complete discretion in relation to all matters in clause 12;
- 11.2. Subject to the provisions of 12.3 and 12.4 below, the provision of the bond at or prior to the making of this contract, to the stakeholder shall, to the extent of the amount guaranteed in the bond, be deemed for the purposes of this contract to be the payment of the deposit as required by this contract;
- 11.3. Upon completion of this contract the Buyer must pay to the Seller, in cash or by unendorsed Bank Cheque, the amount stipulated on the bond if the contract has not provided that the deposit be accounted for, to the Seller, at any other time;

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- 11.4. If the Seller serves on the Buyer a notice in writing claiming to forfeit the deposit, then the Buyer must immediately pay the deposit (or so much of it as has not been already paid by the bond) to the stakeholder;
- 11.5. The Seller acknowledges that payments by bond under the Guarantee shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligations to pay the deposit under 12.4;
- 11.6. If the Contract is not completed before the expiration of the term of the Guarantee, the Buyer must produce to the Seller, no later than seven (7) days before the expiration date, a new Replacement Guarantee valid for a period that is acceptable to the Seller. The obligation of the Buyer to produce the replacement Guarantee and the time for production of the replacement Guarantee shall be of essence of this contract and, if the Purchaser fails to comply with such obligations, the Seller may terminate this Contract and Clause 19 shall apply as if the Buyer had failed to pay the deposit; and
- 11.7. If the bond is placed under external administration of any nature prior to the competition date, the Buyer must, within 24 hours, secure the Deposit referred to in the contract to the Seller by one of the following methods:
 - 11.7.1. Providing a replacement Guarantee by another Guarantee provider acceptable to the Seller; or
 - 11.7.2. Payment of the Deposit by other means acceptable to the Seller in accordance with Clause 2.

Special Condition 12 is for the benefit of the Seller and the performance of the obligations of the Buyer are an essential condition of this Contract of Sale.

12. Corporate Buyer

If the Buyer is a corporation, all officeholders of that corporation must guarantee that corporation's performance of its obligations under this contract in the form attached as Annexure A.

13. Rental adjustment

Irrespective of anything in the contract, all rental adjustments at settlement must be made on the basis of the net rent received by the Seller. For avoidance of doubt any management agent fee is to be deducted from the rent for the purposes of rental adjustment.

Annexure: A

Director's Guarantee

I/We, (name of
Director/s).....

of (address).....

.....agree as follows:

1. I/We am/are Director/s of the Buyer.
2. In consideration of the Seller entering into this Contract at my/our request, I/we agree to guarantee to the Seller;
 - a) The performance and observance by the buyer of all its obligations under this Contract, before, on and after Completion of this Contract; and
 - b) The payment of all money payable to the Seller or to third parties under this Contract or otherwise.
3. This is a continuing guarantee and binds me/us notwithstanding:
 - a) My/our subsequent death, bankruptcy or liquidation or the subsequent death, bankruptcy or liquidation of any one or more of the Buyer or the Buyer's Directors;
 - b) Any indulgence, waiver or extension of time by the Seller to the Buyer or to me/us or to the Buyers Directors; and
 - c) Completion of this Contract.
4. In the event of any breach by the Buyer covered by this guarantee, including in the payment of any money payable to the Seller or to third parties under this Contract or otherwise, the Seller may proceed to recover the amount claimed as a debt or as damages from me/us without having instituted legal proceedings against the Buyer or any other of the Buyer's Directors and without first exhausting the Seller's remedies against the Buyer.
5. I/we agree to keep the Seller indemnified against any liability, loss, damage or claim due to the default of the Buyer which the Seller may incur in respect of this Contract.

Dated this day of

Signed by: In the presence of

Signature of witness

Signature

Full name of Witness

Capacity

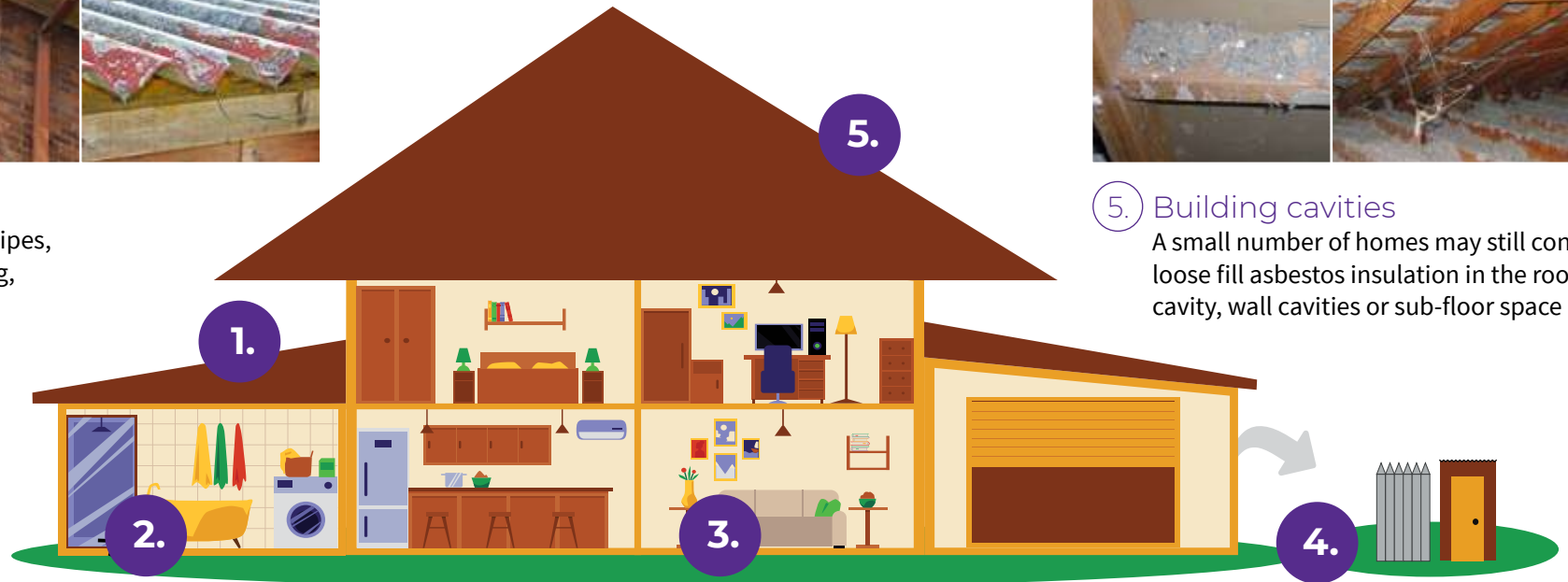
NOTE: All directors of the Buyer are to sign this guarantee. If the Buyer is a sole director company please write " Sole Director" after that Director's signature.

If a home was built before 1990 it may contain dangerous asbestos material

Identify where asbestos materials might be. Five common places are:



1. Exterior
roof sheeting, gutters, downpipes,
ridge capping, eaves, cladding,
electrical switchboards



5. Building cavities
A small number of homes may still contain
loose fill asbestos insulation in the roof
cavity, wall cavities or sub-floor space



2. Wet areas - bathroom, laundry and kitchen
wall and ceiling panels, vinyl floor tiles, backing for wall tiles
and splashbacks, hot water pipe insulation



3. Internal areas
wall and ceiling panels, carpet underlay,
textured paints, insulation in domestic
heaters



4. Backyard
fences, sheds, garages, carports, dog kennels, buried or
dumped waste, letterboxes, swimming pools

If a home was built before 1990 it may contain dangerous asbestos material

Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

Asbestos materials become dangerous when:



Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access Canberra.

Volume 3012 Folio 22 Edition 5

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Casey Section 132 Block 11 on Deposited Plan 15269 with 105 units on Unit Plan 15466

Unit 9 (Class B) entitlement 110 of 10000, 0 subsidiaries

Lease commenced on 21/06/2022, terminating on 18/10/2120

Proprietor

BRONWYN MAREE MOTION

9/148 OVERALL AVE, CASEY ACT 2913

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume** N/A **Folio** N/A

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
20/03/2025	3371315	Mortgage to MACQUARIE BANK LIMITED (ACN: 008 583 542)

End of interests

ADMINISTRATIVE INTERESTS

Administrative interests information is **not** guaranteed by the Registrar-General, and the Registrar-General nor an authorised entity incurs liability for any omission, misstatement or inaccuracy in the information.

Territory Planning Authority - For further information concerning the following administrative interests, please refer to decided development application information available at <https://www.planning.act.gov.au/> or on the DA Finder App, available for download on iOS and Android mobile devices. Alternatively, please contact Access Canberra Land, Planning and Building Services at ACEPDcustomerservices@act.gov.au or 6207 1923. The Territory Planning Authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201936425	Development Application	27/11/2019	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	04/05/2020

Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT - Construction of 105 new residential townhouses up to three storeys, associated garages, driveways, landscaping and associated works.

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Casey Section 132 Block 11 on Deposited Plan 15269 with 105 units on Unit Plan 15466

Lease commenced on 21/06/2022, terminating on 18/10/2120

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 15,466

c/- LMM Solutions PO Box 884 Gungahlin ACT 2912

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume N/A Folio N/A**

Restrictions

Purpose Clause: Refer Units Plan

Easements

Subject To Easement In Units Plan

Registered Date	Dealing Number	Description
11/05/2023	3242807	Application to Note Special Resolution
28/07/2025	3396967	Application to Note Special Resolution - Refer Instrument

End of interests

ADMINISTRATIVE INTERESTS

Administrative interests information is **not** guaranteed by the Registrar-General, and the Registrar-General nor an authorised entity incurs liability for any omission, misstatement or inaccuracy in the information.

Territory Planning Authority - For further information concerning the following administrative interests, please refer to decided development application information available at <https://www.planning.act.gov.au/> or on the DA Finder App, available for download on iOS and Android mobile devices. Alternatively, please contact Access Canberra Land, Planning and Building Services at ACEPDcustomerservices@act.gov.au or 6207 1923. The Territory Planning Authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.

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PROPOSAL FOR MULTI UNIT DEVELOPMENT - Construction of 105 new residential townhouses up to three storeys, associated garages, driveways, landscaping and associated works.



Access
Canberra.



SR\$3242807

05/05/2023 13:44:22 Fern M

Chief Mir

3242807

**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

SR

Land Titles Act 1925

LODGING PARTY DETAILS		CRN: KINGSLAND
Name	Email Address	Contact Telephone Number
LJ Hooker Strata ACT Pty Ltd	infoact@ljhookerstrata.com.au	1800 383 333

TITLE AND LAND DETAILS			
Volume & Folio	District/Division	Section	Block
3012 : 13	CASEY	132	11

UNITS PLAN NUMBER
15466

DETAILS OF ARTICLE/S BEING AMENDED (Insert article number/s)
As per Consolidated Rules attached

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
☒ Sealed copy of Minutes of Meeting ☒ Sealed copy of Resolution/Motion ☐ Other (specify) -	

CERTIFICATION *Delete the inapplicable	
Applicant	
*The Certifier has retained the evidence to support this Registry Instrument or Document. *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.	
Signed By:  Dorothy Dib Administration Manager, LJ Hooker Strata ACT Authorised Representative	Witness:  Pascal Deschanel General Manager LJ Hooker Strata ACT Pty Ltd
on behalf of the Registered Proprietor/Managing Agent	

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	jm	Registration Date	11/05/2023

VOI Filed

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions[†]

A1 The Owners—Units Plan No 15466

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made—

16/03/2023

Tick applicable box, or both boxes if applicable:

☒ **Regularly convened**

The general meeting was regularly
convened (not following any
adjournment under UTMA s 3.9(3)
or (6)(a), part 3.1, schedule 3).

☐ **Convened after
adjournment**

The general meeting was convened
following an adjournment or
adjournments (under UTMA
s 3.9(3) or (6)(a), part 3.1,
schedule 3).

A3 Reduced quorum decisions

[If there is insufficient space here, tick ☐ and attach details to the notice]

Date of decision	Full text of reduced quorum decision
16/03/2023	See attached Minutes of Annual General Meeting

A4 Owners corporation declaration

The information in this notice has been recorded on the following date from details
shown in the records of the owners corporation.

20/03/2023



NOTICE OF REDUCED QUORUM DECISIONS

[†] In this notice, *UTMA* means the *Unit Titles (Management) Act 2011*.

Part B General information

B1 What is a reduced quorum decision?

- A ***reduced quorum decision*** is a decision of a general meeting of the owners corporation made while a quorum (a ***reduced quorum***) smaller than a ***standard quorum*** was present.
- A ***standard quorum*** is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

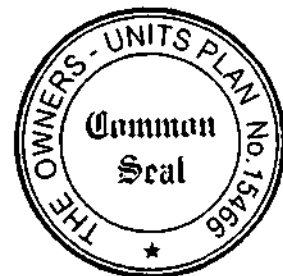
There are 2 types of ***reduced quorum decision***, requiring different reduced quorums.

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a ***standard quorum*** for the motion (see above) is not present a reduced quorum decision may be made if a ***reduced quorum*** (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a ***reduced quorum*** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a ***standard quorum*** for the motion (see above) nor a ***reduced quorum*** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a ***reduced quorum*** made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also ***reduced quorum decisions*** (UTA s 3.9 (6) (a), part 3.1, schedule 3).



B2 *When does a reduced quorum decision take effect?*

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's *date of effect*) (UTMA s 3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, schedule 3)

B3 *How may reduced quorum decisions be disallowed?*

Reduced quorum decisions may be disallowed by petition (UTMA, s 3.11 (3), part 3.1, schedule 3).

The petition must—

- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of effect (see B2 above).

B4 *How may reduced quorum decisions be confirmed?*

- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).
- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

B5 *How may reduced quorum decisions be revoked?*

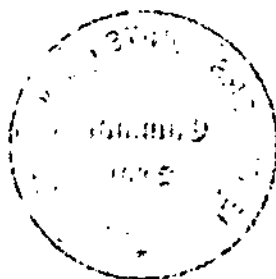
- A reduced-quorum decision may be revoked by a general meeting of the owners corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).



MINUTES OF GENERAL MEETING

Units Plan No. 15466

HELD	Thursday 16 March 2023
TIME	5:00 PM
LOCATION	Online only held via Zoom



MINUTES OF GENERAL MEETING

Units Plan No. 15466

DATE & TIME HELD Thursday 16 March 2023, at 5:00 PM

LOCATION Online only held via Zoom

ATTENDANCE

Unit 52 – Tahlia O'Neil

Unit 73 – Paula Prineas

Unit 84 - Jacqueline Sheather

The Owner of **Unit 91**

Unit 94 - Benjamin Duff

Unit 98 - Brian Jonathan Soon Kwong Hung & Cynthia Aurelie How Tue

Unit 23 – Shane Lester

Micaela Battiste representing LJ Hooker Strata ACT

APOLOGIES

Unit 101 - Cassie Hulm

PROXIES & ABSENTEES

Nil

OTHER OWNERS PRESENT

Unit 24 – Christos Himonas

CHAIRPERSON

Unit 23 – Shane Lester



The meeting was held under a reduced quorum.

The agenda lists the items of business and motions considered at the meeting.

MINUTES OF PREVIOUS ANNUAL GENERAL MEETING (FIRST)

Motion 1: That the minutes of the First Annual General Meeting held on 5 October 2022 are accepted.

Matters arising:

1. Pergola Discussion

It was noted that during General Business there was a discussion surrounding future pergola applications and an existing pergola structure. It was recalled that guidelines/requirements for pergolas would be determined and until that time the existing structure in the courtyard of Unit 46 may remain until a decision on the requirements for pergolas was reached at a General Meeting.

CARRIED

INSURANCE CLAIMS

Motion 2: That the Owners Corporation consider any new or outstanding insurance claims.

There are no current open, outstanding or known claims requiring lodgement.

CARRIED

MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS

Motion 3: That the Owners Corporation consider any new or outstanding maintenance issues, and review maintenance contracts coming up for renewal.

Items discussed:

1. Contract Term of Energy Trade

The Owners Corporation requested confirmation on the contract length of the embedded network agreement with Energy Trade.

The Strata Manager confirms that the contract length is 10-years, which is the expected lifespan of the equipment.

2. Damaged Lights

The Owners raised the damaged lights on common property.

The Strata Manager advised that the Executive Committee have arranged advice from electricians on types of lights that may be more appropriate to install in these areas to minimise the risk of vandalism. The Executive Committee are currently exploring options and seeking further quotes.

Please refer to the table of current contracts:

Maintenance Type

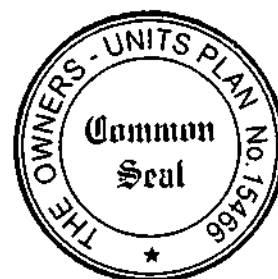
Gardening

Electricity

Contractor Details/Term

BEAUtiful Gardens

Energy Trade Services



The current maintenance contractors were acknowledged.

CARRIED

AMENDMENT OF DEFAULT RULE 1.4 (SPECIAL RESOLUTION)

Motion 4: That Rule 1.4 of the Default Rules be amended and read as follows:

Erections and Alterations

- 1) A unit owner may erect or alter any structure in or on the unit or the common property only-
 - a) in accordance with the express permission of the Owners Corporation by unopposed resolution the Executive Committee and
 - b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- 2) Permission may be given subject to conditions stated in the resolution.

NOTE: all additions such as pergolas, window coverings, shutters and screens or alike structures must remain consistent with the architectural integrity and colour scheme of UP15466 - Kingsland.

CARRIED

General Business

1. Parking Guidelines

That the Owners Corporation discuss implementing parking guidelines for the unit plan to be enforced by the executive committee.

The Owners raised the following suggestions:

- The installation of mirrors on blind spot corners.
- Requesting that the Government allocate the Territory Land on Overall Ave near Kingsland exclusively to Kingsland residents.

It was confirmed that the abandoned vehicle in the short-stay parking near Unit 52 is still in the parking space and will be towed.

1. Waste Disposal

The possibility of disability-friendly bins was raised. It was agreed that the Strata Manager will contact TCCS and raise the request for alternate bin arrangements.

With there being no further business, the Chairperson called the meeting closed at 5:44pm.



Units Plan 15466 - KINGSLAND

Rules

1.1 Definitions—default rules

- (1) In these rules:

owner, occupier or user, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.

- (2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

1.2 Payment of rates and taxes by unit owners

A unit owner must pay all rates, taxes and any other amount payable for the unit.

1.3 Repairs and maintenance

- (1) A unit owner must ensure that the unit is in a state of good repair.
- (2) A unit owner must carry out any work in relation to the unit, and do anything else in relation to the unit, that is required by a territory law.

1.4 Erections and alterations

- 1) A unit owner may erect or alter any structure in or on the unit or the common property only-
- a) in accordance with the express permission of the Owners Corporation by unopposed resolution of the Executive Committee and
- b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- 2) Permission may be given subject to conditions stated in the resolution.

NOTE: all additions such as pergolas, window coverings, shutters and screens or alike structures must remain consistent with the architectural integrity and original colour scheme of UP15466 - Kingsland.

- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.



Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

- (1) A unit owner or occupier (the *pet owner*) may keep an animal, or permit an animal to be kept, within the unit if—
 - (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
 - (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
 - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
 - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

1.6 Assistance animals

The owners corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

1.7 Use of common property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.

1.8 Hazardous use of unit

A unit owner must not use the unit, or permit it to be used, to cause a hazard to an owner, occupier or user of another unit.



1.9 Use of unit—nuisance or annoyance

- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

1.10 Noise

- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

1.11 Illegal use of unit

A unit owner must not use the unit, or permit it to be used, to contravene a law in force in the ACT.

1.12 What may an executive committee representative do?

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
 - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
 - (b) carry out any maintenance required under the Act or these rules;
 - (c) do anything else the owners corporation is required to do under the Act or these rules.
- (2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).



- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
- (a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of their intention to do the thing; or
 - (b) in an emergency, it is essential that it be done without notice.
- (4) The executive committee may give a written authority to a person to represent the corporation under this rule.

executive committee representative means a person authorised, in writing, by the executive committee under rule 1.12 (4).

Strata Manager:
LJ Hooker Strata ACT
Level 1, 182-200 City Walk, Canberra City ACT 2600
Phone: 1800 383 333
Email: infoact@ljhookerstrata.com.au





Access
Canberra



SR\$3396967

22/07/2025 12:22:32 MoCa J

Chief Mini

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ES

IA

ite

SPECIAL RESOLUTION BY OWNERS CORPORATION

094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number	Customer Reference Number
LMM Solutions	accounts@lmm solutions.com.au	5110 3200	

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
3012/13	Casey	132	11	15466

DETAILS OF RULES BEING REGISTERED

DATE MEETING HELD (must be registered within 3 months)

Amend Alternative Rule 34.

10 July 2025

SUPPORTING DOCUMENTATION

(Please select appropriate item - Original signed copy must be supplied)

- ☒ Sealed copy of Minutes of Meeting
☒ Sealed copy of Resolution/Motion
☐ Sealed copy of Alternate Rules
☐ Other (specify) -

COMMON SEAL OF OWNERS CORPORATION

(Seal may be affixed)



CERTIFICATION *Delete the inapplicable

Applicant

*The Certifier has retained the evidence to support this Registry Instrument or Document.

*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Signed By:

Jane Victoria Fennell
COO - LMM Solutions

Grace Upton
Accounts Manager - LMM Solutions

for: Owners of UP15466

on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion/Rules
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	LMT	Registration Date	28/07/2025



ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
3012/13	Casey	132	11		

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
094 – Special Resolution	5 (Five)

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
Owners of UP15466

VOI Sighted X 1

Change of Name by

Authority to Deal PR

ASIC Y

Category 1

Signed by J. McCool

Date 22/7/2025



Strata Management
For the client experience you deserve!

PO Box 884
Gungahlin ACT 2912

P 02 5110 3200
E enquiries@LMMsolutions.com.au

14 July 2025

To all Owners
UP15466 – Kingsland
60 Kingsland Parade
CASEY ACT 2913

Dear Owner

UP15466 - KINGSLAND
Minutes of Annual General Meeting 2025

Further to the recent Annual General Meeting for your development, please find enclosed the Minutes of that meeting.

If you have any queries or require clarification of items contained in the Minutes, please feel free to contact me.

Yours faithfully

Amy Tetley
General Manager | Senior Strata Manager

LMM Solutions Pty Ltd

P 02 5110 3200
E Amy@LMMsolutions.com.au

MINUTES OF ANNUAL GENERAL MEETING 2025

UNITS PLAN 15466 - KINGSLAND

60 KINGSLAND PARADE, CASEY

Held: Thursday, 10 July 2025 at 5.30pm.

Location: LMM Solutions Office - Level 1/26 Thynne Street, Bruce
AND via Teleconference.

Present in person: H Westwood (Unit 71).
Ms A Tetley representing LMM Solutions Pty Ltd.

Present online: M Park-Smith (Unit 43), Mr Tshering (Unit 47), R Hernandez (Unit 50),
Mr J Emmett (Unit 62), Mr G Emmett (Unit 89), Owner (Unit 91),
P Tandon (Unit 97), and R Corrigan & A Camerson (Unit 105).
Ms A Tetley representing LMM Solutions Pty Ltd.

Proxies: None.

Absentees: None.

Apologies: None.

Chair: Mr G Emmett was elected chairperson for the meeting.
Owners present agreed that the Manager conduct the formalities for the meeting
and draft the Minutes for the consideration of the appointed Executive
Committee.

Quorum: As a standard quorum was not present, the decisions taken at the Meeting were
Reduced Quorum decisions in accordance with Schedule 3.9, Part 3.1, s.3.11 of
the Unit Titles (Management) Act 2011.

OVERVIEW OF REQUIRED AGENDA ITEMS

MOTION 1: It was resolved that the Owners Corporation of UP15466 confirm that they have
reviewed each of the tabled items (as per Notice). **CARRIED**

MINUTES

MOTION 2: It was resolved that the Minutes of the previous Annual General Meeting be
confirmed as a true and accurate record of the proceedings of the meeting. **CARRIED**

MOTION 3: It was resolved that the Minutes of the previous General Meeting (dated 08 April
2025) be confirmed as a true and accurate record of the proceedings of the
meetings. **CARRIED**

Matters arising from Minutes

- GM 2025 – Correction of attendee name D Brosnahan rather than D Brosnaham.

ALTERNATIVE VOTING MECHANISM

- MOTION 4:** It was resolved that the Owners Corporation of UP15466 agree to accept that meetings can be held via electronic means, including phone and teleconference, and by postal vote and that votes by an entitled person are recorded as valid.

CARRIED

INSURANCE

Those present agreed that the current cover appeared adequate at this time.

- MOTION 5:** It was resolved that the Owners Corporation of UP15466 authorise the Manager to adjust the building insurance in consultation with the Executive Committee.

CARRIED

ACCEPTANCE OF FINANCIAL STATEMENTS

- MOTION 6:** It was resolved that the Owners Corporation of UP15466 accept the financial statements as presented.

CARRIED

AUDITING OF FINANCIAL RECORDS

- MOTION 7:** It was resolved that the Owners Corporation of UP15466 delegate the acceptance of the independent Auditor's Report of last year's financials to the Executive Committee with a copy of the report being distributed to all Owners within this financial year.

CARRIED

INVESTMENT OF FUNDS - Special Resolution

- MOTION 8:** It was resolved that the Executive Committee be authorised to make determinations concerning the investment of surplus funds into appropriate interest-bearing accounts.

CARRIED

SINKING FUND PLAN

- MOTION 9:** It was resolved that the Owners Corporation of UP15466 agree to obtain an updated Sinking Fund Forecast Plan.

CARRIED

Secretarial Note – those present agreed to engage QIA for the updated report.

MAINTENANCE PLAN/SCHEDULE

- MOTION 10:** It was resolved that the Owners Corporation of UP15466 obtain a Maintenance Plan and authorise the Executive Committee to make determinations in relation to the matters and contracts as specified.

CARRIED

Matters arising from the Maintenance Plan and building condition.

None.

LIGHT BOLLARD REPLACEMENT - Special Resolution

MOTION 11: It was resolved that the Owners Corporation of UP15466 retrospectively approves the replacement of failing bollard lights for \$13,299.00, in accordance with the attached quote from Maritex Commercial, be paid from the Sinking Fund.

CARRIED

MOTION 12: It was resolved that the Owners Corporation of UP15466 agrees to transfer \$12,090.90 (excl. GST) of surplus Administrative Funds to the Sinking Fund, for the replacement of failing bollard lights.

CARRIED

BUDGET DEBATE

Administrative Fund

MOTION 13: It was resolved that the proposed Administrative Fund contribution of \$180,272.73 (excl. GST) and expenditure amount of \$192,363.64 (excl. GST) be adopted.

CARRIED

Sinking Fund

MOTION 14: It was resolved that the proposed Sinking Fund contribution of \$8,394.55 (excl. GST) and expenditure amount of \$18,740.91 (excl. GST) be adopted.

CARRIED

Administrative and Sinking Fund Levy Contribution

MOTION 15: It was resolved that the Owners Corporation determine a levy equal to the approved budget for the twelve-month period, commencing 1 June 2025, and to be contributed in accordance with the unit entitlements with the instalment due dates to be:

	Payment periods		Payment due dates
	FROM	TO	
Levy 1	1 June 2025	31 August 2025	1 September 2025
Levy 2	1 September 2025	30 November 2025	1 November 2025
Levy 3	1 December 2025	28 February 2026	1 February 2026
Levy 4	1 March 2026	31 May 2026	1 May 2026

CARRIED

Important information: Owners are reminded that the approved budget motions and above levy due dates support the notice of contributions as legislated. The obligation of payment to your Owners Corporation falls to each Owner to know when their levies are due, and to pay on time to avoid interest and late fees.

STRATA MANAGEMENT AGENCY AGREEMENT

MOTION 16: It was resolved that the Owners Corporation enter into the following arrangements:

- That LMM Solutions Pty Ltd ATF The LMM Solutions Trust be appointed as Manager, for a period of three (3) years;
- The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act);

- c. The Owners Corporation execute a written agreement to give effect to this appointment and delegation;
 - d. The delegation is subject to the conditions and limitations set out in the Agreement;
 - e. Authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting; and
 - f. Empower two members of the Executive Committee as authorised signatories on behalf of the Owners Corporation to sign the Management Agreement with LMM Solutions Pty Ltd.
- CARRIED**

Secretarial Note - the Management Agreement will be signed by two Committee members present and by LMM Solutions as Managers. A copy of the signed Agreement will be uploaded to the Owners Portal and a copy will also be emailed to the Executive Committee for their records.

ELECTION OF COMMITTEE

- MOTION 17:** It was resolved that the Owners Corporation of UP15466 nominates for 3 to 7 positions to form the Executive Committee until the next Annual General Meeting and confirms the election of the legislated positions.
- CARRIED**

The following owners were elected to stand as Executive Committee Members until the next Annual General Meeting (a short meeting was convened at the conclusion of the AGM and the Executive Committee positions were appointed):

Chair -	Mr G Emmett	Member -	A Cameron
Secretary -	M Park-Smith		
Treasurer -	P Tandon		

ALTERNATIVE RULES - Special Resolution

- MOTION 18:** It was resolved that Rule 34 of the Alternative Rules be amended.
- CARRIED**

- MOTION 19:** It was resolved that the Owners Corporation of UP15466 adopt the modifications made to the Alternative Rules for registration with the Land Titles Office.
- CARRIED**

GENERAL BUSINESS

No matters of General Business were raised on this occasion.

With no further business, the meeting closed at 5.59 pm.



REFERENCE MARKS

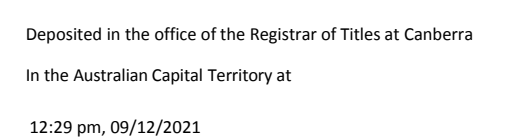
- NOTE**
- All Easements are 2.5 metres wide
(Except as otherwise shown)

Field Books:
Surveyor's Ref : 10091.14

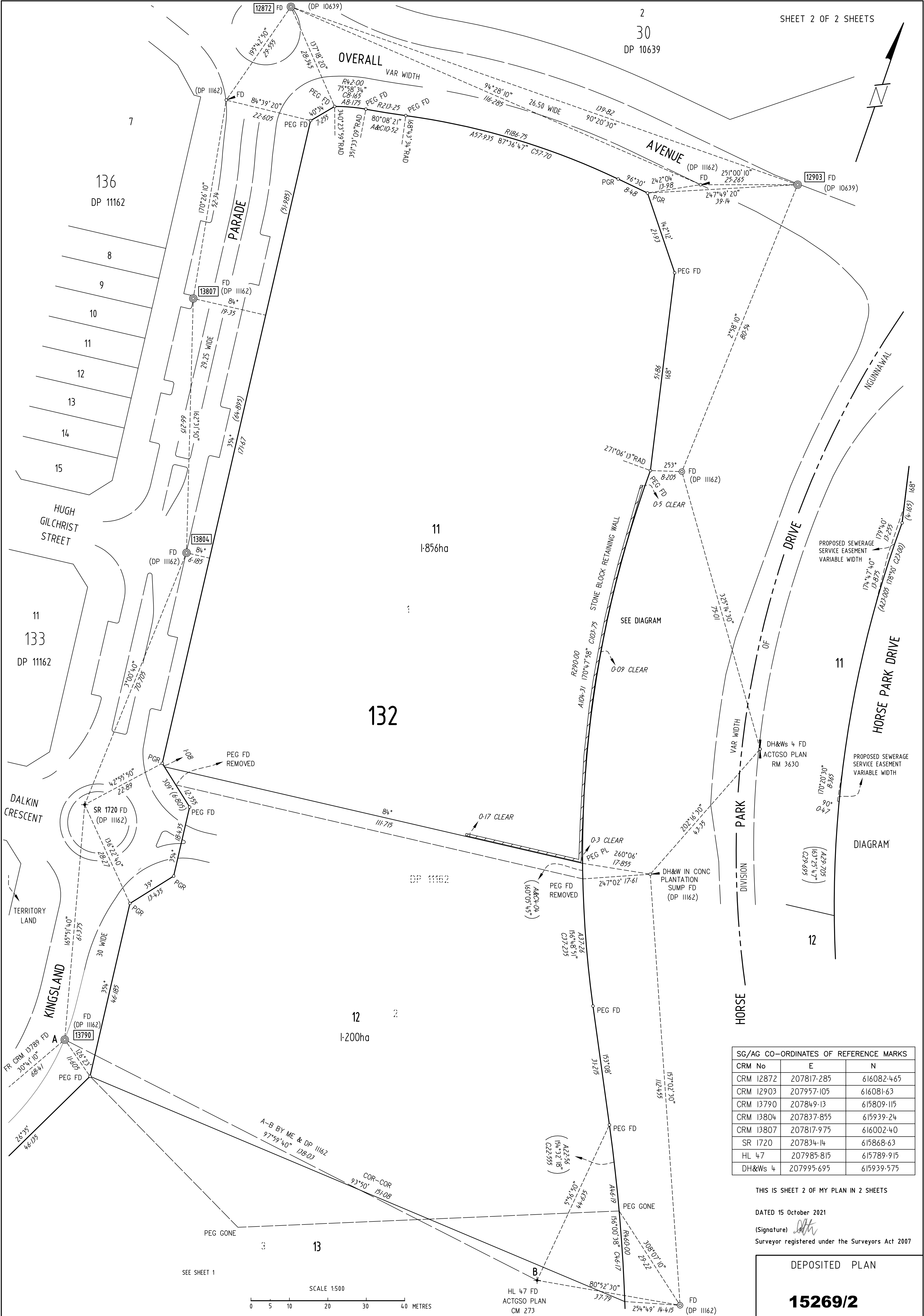
18 October 2021

Surveyor-General of the ACT

AUSTRALIAN CAPITAL TERRITORY
SCALE 1:500



AMENDS DP 11162



SG/AG CO-ORDINATES OF REFERENCE MARKS		
CRM No	E	N
CRM 12872	207817-285	616082-465
CRM 12903	207957-105	616081-63
CRM 13790	207849-13	615809-115
CRM 13804	207837-855	615939-24
CRM 13807	207817-975	616002-40
SR 1720	207834-14	615868-63
HL 47	207985-815	615789-915
DH&Ws 4	207995-695	615939-575

THIS IS SHEET 2 OF MY PLAN IN 2 SHEETS

DATED 15 October 2021

(Signature) *[Signature]*

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

15269/2

OVERALL AVE

HORSE

PARK

DRIVE

PROPOSED SEWERAGE
SERVICE EASEMENT
VARIABLE WIDTH

PROPOSED SEWERAGE
SERVICE EASEMENT
VARIABLE WIDTH

132

II
1.856ha
DPI5269

KINGSLAND PARADE

ALL BUILDINGS ARE BRICK & METAL
UNITS 53-72 ARE ONE STOREY
UNITS 5-19 ARE ONE & TWO STOREYS
UNITS 1-4, 32-52 & 73-92 ARE TWO STOREYS
UNITS 20-31 & 93-105 ARE THREE STOREYS

Form 1

Form 088 - SP

Graphic bar scale - SCALE 1: 400

0 1 5 10 20 METRES

Units and Subsidiaries are subject to the provisions of Section
34 of the Unit Titles Act 2001, where applicable.

13035_UP01

SURVEYORS DECLARATION

I, STEVEN BELJANSKI of CLARKE & DI PAULI Pty Ltd
PO BOX 88 QUEANBEYAN NSW 2620

A surveyor registered under the Surveyors Act 2007, herby certify that:

- The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on (insert date) - 23/03/2022
- The survey is in accordance with the following Acts:
 - Unit Titles Act 2001;
 - Land Titles (Unit Titles) Act 1970;
 - Land Titles Act 1925; and,
 - any other Regulation made under those Acts and in accordance with the Surveyors Practice Directions.

Steven Beljanski

Signature of Registered Surveyor

25/03/2022

Dated

CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(c), WHICHEVER DOES NOT APPLY — 3(a)-(c) CANNOT APPLY IF AN ENCROACHMENT OCCURS
OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCROACHMENT IS AN ATTACHMENT AS DEFINED BY THE UNIT TITLES ACT 2001.

3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.

OR

- 3 (a), (b), (c)
- a) All units and unit subsidiaries shown in the diagrams are wholly within the parcel.
b) The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and,
c) The diagram clearly indicates the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.

1st floor 182-200 City Walk
Canberra ACT 2601

Address for Service of Notice

LJ Hooker Strata

Name of Manager / Owners Corporation

LAND TITLES

ACCESS CANBERRA

Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 1.....of 23.....

SITE PLAN

LAND DETAILS

Block

II

Section

132

Division

CASEY

Deposited Plan Number

15269

Volume/Folio

3009 : 887

Class of Units (A or B)

B

CCH Investment No.1
Pty Limited & Worth
Street Residential
(K) Pty Limited by their
Attorney ALFONSO
DEL RIO pursuant to
Power of Attorney
ACT Registration No.
0147072 of which he
has no notice of
revocation

Alfonso del Rio

Signature of Lessee

Sharon Harmer

Sharon Harmer 19th May 2022

Delegate of the
ACT Planning and Land Authority

APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

David Pryce

Registrar-General

21/06/2022

UNITS PLAN No.

15466

XUP:22455

**SUE**

Form 078

SCHEDULE OF UNIT ENTITLEMENTS**1. LAND**

District/Division	Section	Block	Unit Plan No
CASEY	132	11	15466

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	94	-	3012	14
2	90	-	3012	15
3	94	-	3012	16
4	90	-	3012	17
5	110	-	3012	18
6	110	-	3012	19
7	110	-	3012	20
8	110	-	3012	21
9	110	-	3012	22
10	110	-	3012	23
11	110	-	3012	24
12	110	-	3012	25
13	110	-	3012	26
14	110	-	3012	27
15	110	-	3012	28
16	110	-	3012	29
17	110	-	3012	30
18	110	-	3012	31
19	110	-	3012	32
20	110	-	3012	33
21	110	-	3012	34
22	110	-	3012	35
23	110	-	3012	36
24	110	-	3012	37
25	110	-	3012	38
Aggregate		See Sheet 6	The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
			Volume	Folio
			3012	13
			 David Pryce Registrar-General	
			 Deputy Registrar-General	

**SUE**

Form 078

SCHEDULE OF UNIT ENTITLEMENTS**1. LAND**

District/Division	Section	Block	Unit Plan No
CASEY	132	11	15466

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	110	-	3012	39
27	110	-	3012	40
28	110	-	3012	41
29	110	-	3012	42
30	110	-	3012	43
31	110	-	3012	44
32	90	-	3012	45
33	94	-	3012	46
34	90	-	3012	47
35	94	-	3012	48
36	90	-	3012	49
37	94	-	3012	50
38	90	-	3012	51
39	94	-	3012	52
40	90	-	3012	53
41	94	-	3012	54
42	90	-	3012	55
43	94	-	3012	56
44	80	-	3012	57
45	80	-	3012	58
46	80	-	3012	59
47	80	-	3012	60
48	80	-	3012	61
49	80	-	3012	62
50	80	-	3012	63
Aggregate		See Sheet 6	The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
			Volume	Folio
			3012	13
			 David Pryce Registrar-General	
			 Deputy Registrar-General	

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block	Unit Plan No
CASEY	132	11	15466

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	80	-	3012	64
52	80	-	3012	65
53	58	-	3012	66
54	58	-	3012	67
55	58	-	3012	68
56	58	-	3012	69
57	58	-	3012	70
58	58	-	3012	71
59	58	-	3012	72
60	58	-	3012	73
61	90	-	3012	74
62	94	-	3012	75
63	90	-	3012	76
64	94	-	3012	77
65	90	-	3012	78
66	94	-	3012	79
67	90	-	3012	80
68	94	-	3012	81
69	90	-	3012	82
70	94	-	3012	83
71	90	-	3012	84
72	94	-	3012	85
73	94	-	3012	86
74	90	-	3012	87
75	94	-	3012	88
Aggregate		See Sheet 6	The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
			Volume	Folio
			3012	13
			 David Pryce Registrar-General	
			 Deputy Registrar-General	

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block	Unit Plan No
CASEY	132	11	15466

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	90	-	3012	89
77	94	-	3012	90
78	90	-	3012	91
79	94	-	3012	92
80	90	-	3012	93
81	94	-	3012	94
82	90	-	3012	95
83	94	-	3012	96
84	90	-	3012	97
85	94	-	3012	98
86	90	-	3012	99
87	94	-	3012	100
88	90	-	3012	101
89	94	-	3012	102
90	90	-	3012	103
91	94	-	3012	104
92	90	-	3012	105
93	110	-	3012	106
94	110	-	3012	107
95	110	-	3012	108
96	110	-	3012	109
97	110	-	3012	110
98	110	-	3012	111
99	110	-	3012	112
100	110	-	3012	113
Aggregate		See Sheet 6	The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
			Volume	Folio
			3012	13
			 David Pryce Registrar-General	
			 Deputy Registrar-General	

LEGEND

ALL BUILDINGS ARE BRICK & METAL
UNITS 53–72 ARE ONE STOREY
UNITS 5–19 ARE ONE & TWO STOREYS
UNITS 1–4, 32–52 & 73–92 ARE TWO STOREYS
UNITS 20–31 & 93–105 ARE THREE STOREYS

ALL COURTYARD FENCING IS 0.23 WIDE BRICK AND IS CLEAR OF ALL
BLOCK AND INTERNAL UNIT BOUNDARIES

- B

BD

BF

BGE

CP

NTS

P

SRW
- DENOTES BALCONY

DENOTES BOUNDARY THROUGH 0.23 BRICK GARAGE WALLS & 0.27 TIMBER WALLS

BENOTES BRICK FENCE

DENOTES BRICK GARBAGE ENCLOSURE (COMMON PROPERTY)

DENOTES COMMON PROPERTY

DENOTES NOT TO SCALE

DENOTES METAL PERGOLA

DENOTES TOP OF STONE RETAINING WALL

UNIT INDEX

UNIT IDENTIFIER			
UNIT No.	SHEET No.	DOOR No.	STREET ADDRESS
1	8	1/164	164 OVERALL AVENUE
2	8	2/162	162 OVERALL AVENUE
3	8	3/160	160 OVERALL AVENUE
4	8	4/158	158 OVERALL AVENUE
5	8	5/156	156 OVERALL AVENUE
6	8	6/154	154 OVERALL AVENUE
7	8	7/152	152 OVERALL AVENUE
8	8	8/150	150 OVERALL AVENUE
9	8	9/148	148 OVERALL AVENUE
10	9	10/146	146 OVERALL AVENUE
11	9	11/144	144 OVERALL AVENUE
12	9	12/142	142 OVERALL AVENUE
13	9	13/140	140 OVERALL AVENUE
14	9	14/138	138 OVERALL AVENUE
15	9	15/136	136 OVERALL AVENUE
16	9	16/134	134 OVERALL AVENUE
17	9	17/132	132 OVERALL AVENUE
18	9	18/130	130 OVERALL AVENUE
19	9	19/128	128 OVERALL AVENUE
20	8	20/60	20/60 KINGSLAND PARADE
21	8	21/60	21/60 KINGSLAND PARADE
22	8	22/60	22/60 KINGSLAND PARADE
23	8	23/60	23/60 KINGSLAND PARADE
24	8	24/60	24/60 KINGSLAND PARADE
25	8	25/60	25/60 KINGSLAND PARADE
26	9	26/60	26/60 KINGSLAND PARADE
27	9	27/60	27/60 KINGSLAND PARADE
28	9	28/60	28/60 KINGSLAND PARADE
29	9	29/60	29/60 KINGSLAND PARADE
30	9	30/60	30/60 KINGSLAND PARADE
31	9	31/60	31/60 KINGSLAND PARADE
32	10	32/60	32/60 KINGSLAND PARADE
33	10	33/60	33/60 KINGSLAND PARADE
34	10	34/60	34/60 KINGSLAND PARADE
35	10	35/60	35/60 KINGSLAND PARADE
36	10	36/60	36/60 KINGSLAND PARADE
37	10	37/60	37/60 KINGSLAND PARADE
38	10	38/60	38/60 KINGSLAND PARADE
39	10	39/60	39/60 KINGSLAND PARADE
40	10	40/60	40/60 KINGSLAND PARADE
41	10	41/60	41/60 KINGSLAND PARADE
42	10	42/60	42/60 KINGSLAND PARADE
43	10	43/60	43/60 KINGSLAND PARADE
44	10	44/60	44/60 KINGSLAND PARADE
45	10	45/60	45/60 KINGSLAND PARADE
46	10	46/60	46/60 KINGSLAND PARADE
47	10	47/60	47/60 KINGSLAND PARADE
48	10	48/60	48/60 KINGSLAND PARADE
49	10	49/60	49/60 KINGSLAND PARADE
50	10	50/60	50/60 KINGSLAND PARADE
51	10	51/60	51/60 KINGSLAND PARADE
52	10	52/60	52/60 KINGSLAND PARADE

UNIT IDENTIFIER			
UNIT No.	SHEET No.	DOOR No.	STREET ADDRESS
53	11	53/60	53/60 KINGSLAND PARADE
54	11	54/60	54/60 KINGSLAND PARADE
55	11	55/60	55/60 KINGSLAND PARADE
56	11	56/60	56/60 KINGSLAND PARADE
57	11	57/60	57/60 KINGSLAND PARADE
58	11	58/60	58/60 KINGSLAND PARADE
59	11	59/60	59/60 KINGSLAND PARADE
60	11	60/60	60/60 KINGSLAND PARADE
61	11	61/60	61/60 KINGSLAND PARADE
62	11	62/60	62/60 KINGSLAND PARADE
63	11	63/60	63/60 KINGSLAND PARADE
64	11	64/60	64/60 KINGSLAND PARADE
65	11	65/60	65/60 KINGSLAND PARADE
66	11	66/60	66/60 KINGSLAND PARADE
67	11	67/60	67/60 KINGSLAND PARADE
68	11	68/60	68/60 KINGSLAND PARADE
69	11	69/60	69/60 KINGSLAND PARADE
70	11	70/60	70/60 KINGSLAND PARADE
71	11	71/60	71/60 KINGSLAND PARADE
72	11	72/60	72/60 KINGSLAND PARADE
73	12	73/60	73/60 KINGSLAND PARADE
74	12	74/60	74/60 KINGSLAND PARADE
75	12	75/60	75/60 KINGSLAND PARADE
76	12	76/60	76/60 KINGSLAND PARADE
77	12	77/60	77/60 KINGSLAND PARADE
78	12	78/60	78/60 KINGSLAND PARADE
79	12	79/60	79/60 KINGSLAND PARADE
80	12	80/60	80/60 KINGSLAND PARADE
81	12	81/60	81/60 KINGSLAND PARADE
82	12	82/60	82/60 KINGSLAND PARADE
83	13	83/60	83/60 KINGSLAND PARADE
84	13	84/60	84/60 KINGSLAND PARADE
85	13	85/60	85/60 KINGSLAND PARADE
86	13	86/60	86/60 KINGSLAND PARADE
87	13	87/60	87/60 KINGSLAND PARADE
88	13	88/60	88/60 KINGSLAND PARADE
89	13	89/60	89/60 KINGSLAND PARADE
90	13	90/60	90/60 KINGSLAND PARADE
91	13	91/60	91/60 KINGSLAND PARADE
92	13	92/60	92/60 KINGSLAND PARADE
93	12	93/60	93/60 KINGSLAND PARADE
94	12	94/60	94/60 KINGSLAND PARADE
95	12	95/60	95/60 KINGSLAND PARADE
96	12	96/60	96/60 KINGSLAND PARADE
97	12	97/60	97/60 KINGSLAND PARADE
98	12	98/60	98/60 KINGSLAND PARADE
99	12	99/60	99/60 KINGSLAND PARADE
100	13	100/60	100/60 KINGSLAND PARADE
101	13	101/60	101/60 KINGSLAND PARADE
102	13	102/60	102/60 KINGSLAND PARADE
103	13	103/60	103/60 KINGSLAND PARADE
104	13	104/60	104/60 KINGSLAND PARADE
105	13	105/60	105/60 KINGSLAND PARADE

LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 7.....of 23.....

FLOOR PLAN

Block

II

Section

132

Division

CASEY

FLOOR NUMBER

LEGEND AND UNIT INDEX

SEE SHEET 7
FOR LEGEND

HORSE PARK DRIVE

TO UNIT 32
168°43'40" / 13.59
NTS

LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and Economic Development Directorate
Sheet No. 8.....of 23.....
FLOOR PLAN
Block
II
Section
132
Division
CASEY
FLOOR NUMBER
GROUND

OVERALL AVENUE

Form 3

Form 091 - FP

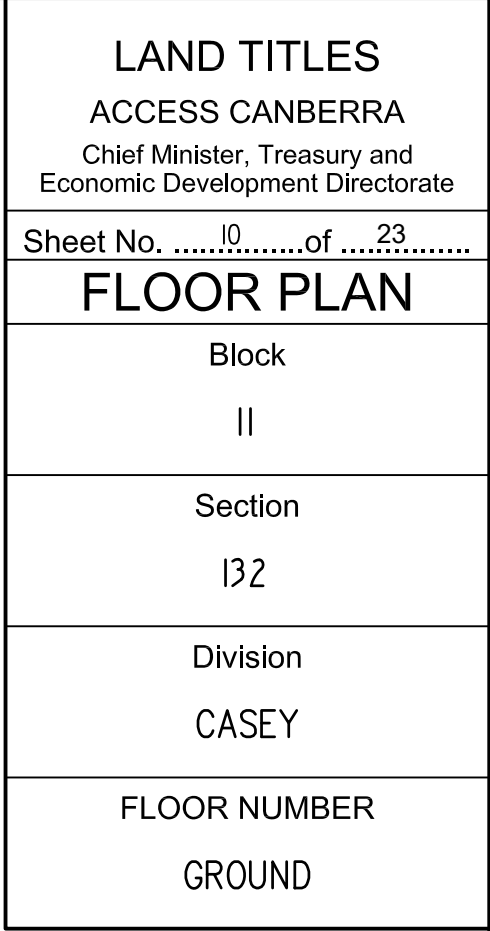
Graphic bar scale - SCALE 1: 125

0 1 2 4 6 8 10 METRES

SEE SHEET 9

UNITS PLAN No.
15466

SEE SHEET 10



UNITS PLAN No.
15466

SEE SHEET 7
FOR LEGEND

SEE SHEET 10

LAND TITLES

ACCESS CANBERRA

Chief Minister, Treasury and
Economic Development Directorate

Sheet No. II.....of ...23.....

FLOOR PLAN

Block

II

Section

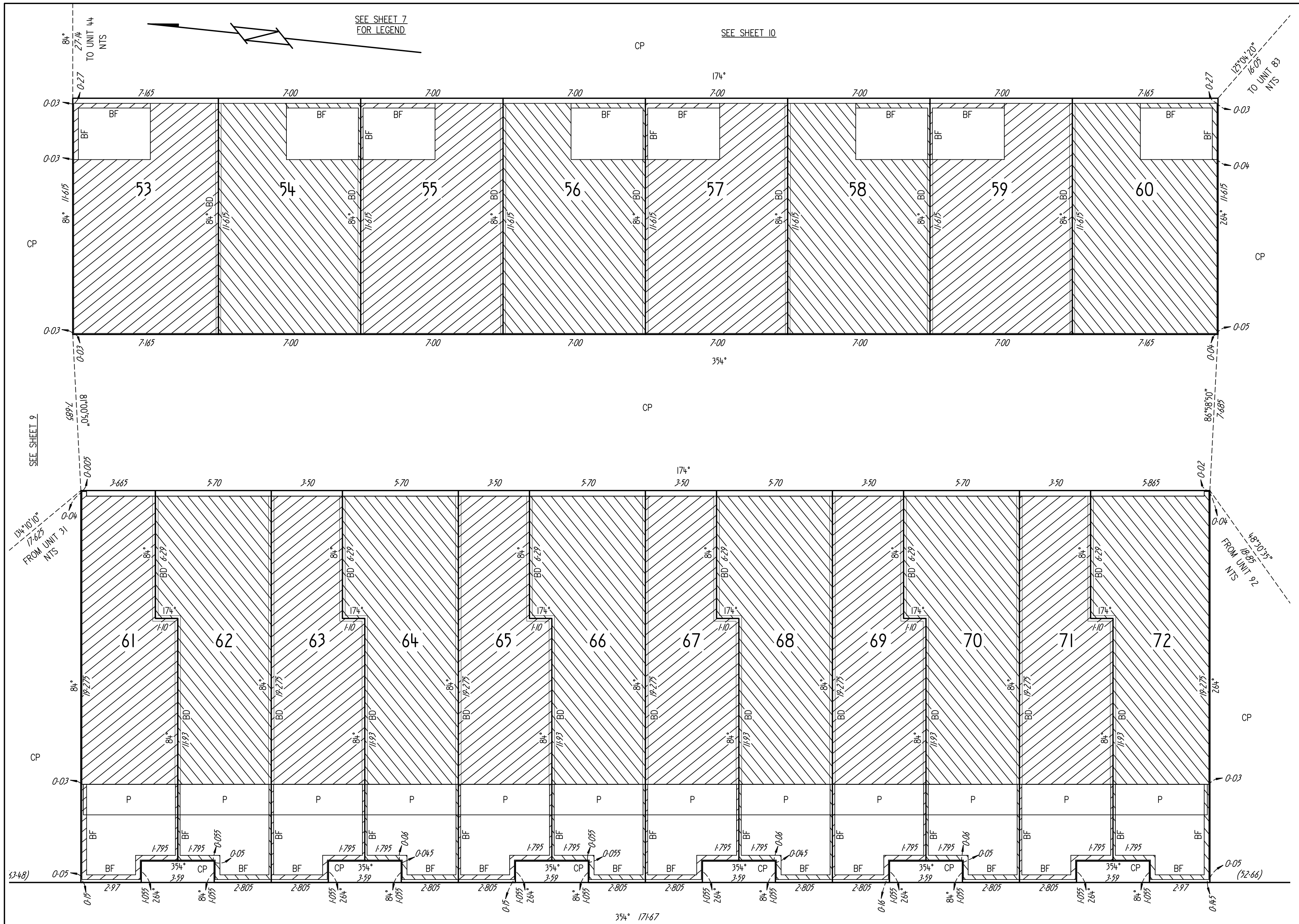
I32

Division

CASEY

FLOOR NUMBER

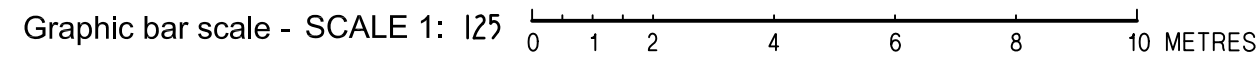
GROUND



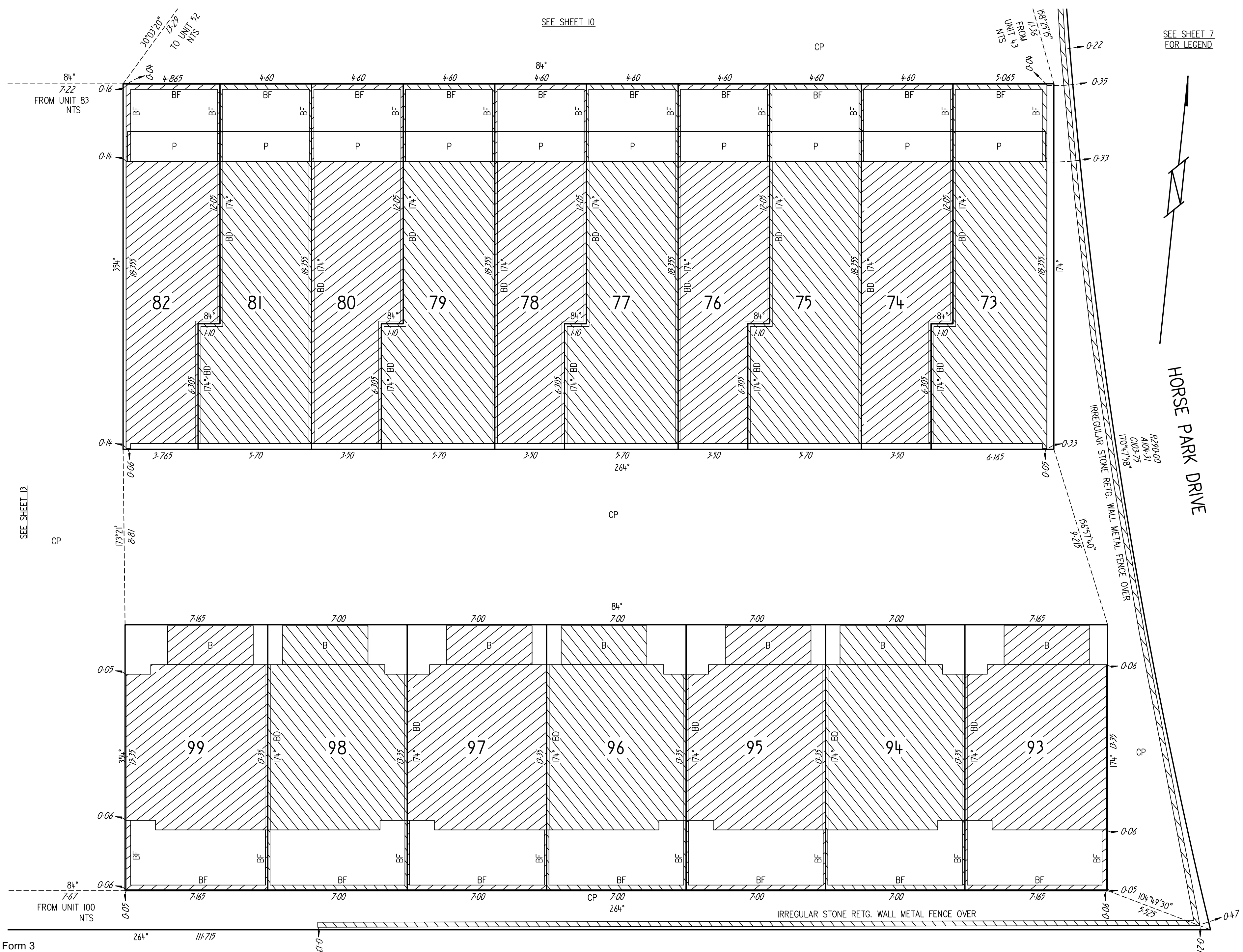
KINGSLAND PARADE

Form 3

Form 091 - FP



UNITS PLAN No.
15466

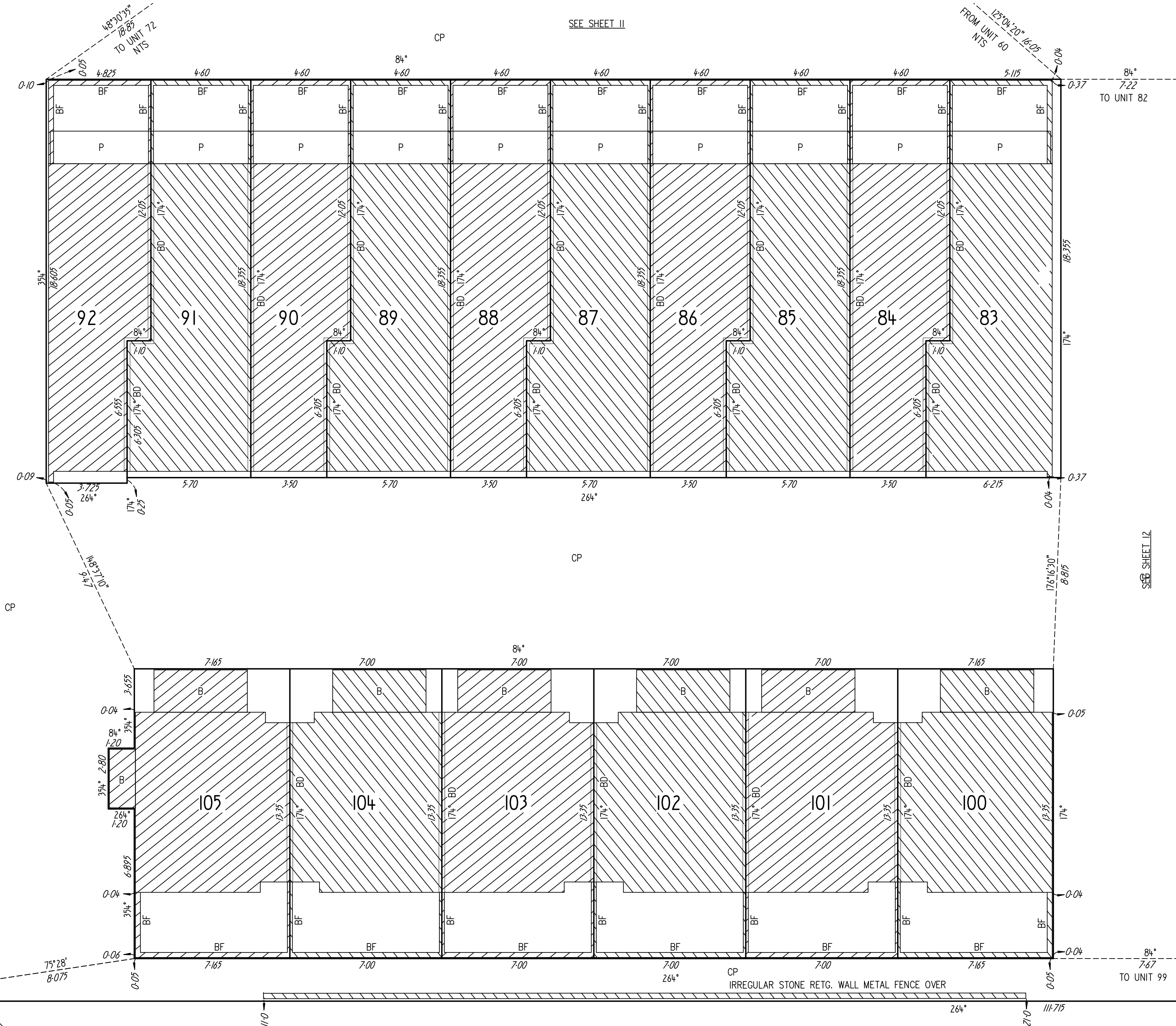


LAND TITLES	
ACCESS CANBERRA	
Chief Minister, Treasury and Economic Development Directorate	
Sheet No. 12.....of 23.....	
FLOOR PLAN	
Block	II
Section	132
Division	CASEY
FLOOR NUMBER	GROUND

SEE SHEET 7
FOR LEGEND

KINGSLAND PARADE

35¼° 171.67



SEE SHEET 12

LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and Economic Development Directorate
Sheet No. 13.....of 23.....
FLOOR PLAN
Block
II
Section
I32
Division
CASEY
FLOOR NUMBER
GROUND

Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 125 0 1 2 4 6 8 10 METRES

UNITS PLAN No.
15466

FORM 4

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 15466

Block 11 Section 132 Division of CASEY

**SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH
LEASES OF UNITS ARE HELD**

1. The term of the lease of each of the units expires on the eighteenth day of October Two thousand one hundred and twenty.
2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. Each Lessee of each of the Units Nos. 1 – 105 inclusive covenants with the Planning and Land Authority (“the Authority”) on behalf of the Commonwealth of Australia (“the Commonwealth”) in respect of each Lessee’s relevant unit as follows:
 - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
 - (b) to use the unit as a single dwelling only;
 - (c) not to make any structural alterations to the unit without the previous approval in writing of the Authority, except where exempt by law;
 - (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority the unit excluding any defined parts under the provisions of the Unit Titles Act 2001;
 - (e) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Authority may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Authority may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Authority with such equipment as is necessary may enter the unit and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Authority in effecting such

repairs or demolition and removal shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

- (f) to permit any person or persons authorised by the Authority to enter the unit at all reasonable times and in any reasonable manner and inspect the unit;
- (g) to pay to the Authority or any statutory authority the proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Planning and Development Act 2007 and the Unit Titles Act 2001;
- (h) the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- (i) that the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
- (j) all minerals on or in the unit and the right to the use, flow and control of ground water under the surface of the unit are reserved to the Territory.

4. It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the units as follows:

- (a) the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority;
- (b) that if:
 - (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
 - (ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or

- (iii) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease;

the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

- (c) that acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 4(b)(i), (ii) or (iii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;
- (d) that any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (e) any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;
- (f) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (d) "dual occupancy housing" means the use of the parcel of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;

- (e) “dwelling”:
 - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
 - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (f) “Lessee” shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (g) “multi-unit housing” means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (h) “premises” means the parcel of land and any building or other improvements on the parcel of land;
- (i) “Territory” means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C’t’h);

- (j) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (k) words in the singular include the plural and vice versa;
- (l) words importing one gender include the other genders;
- (m) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

DATED the.....Nineteenth..... day of.....May..... 2022.



Sharon Harmer
a delegate of the Planning and Land
Authority in exercising its functions

LESSEE: CCH INVESTMENT NO.1 PTY LIMITED ACN 128 263 543

WORTH STREET RESIDENTIAL (K) PTY LIMITED ACN 151 252 041

by their Attorney ALFONSO DEL RIO pursuant to Power of Attorney
ACT Registration No. 0147072 of which he has no notice of
revocation



Witness:

Amanda Leigh Noy



FORM 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 15466

Block 11 Section 132 Division of CASEY

**SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH
THE LEASE OF THE COMMON PROPERTY IS HELD**

1. The term of the lease expires on the eighteenth day of October Two thousand one hundred and twenty.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. That:
 - (a) the Authority, on behalf of the Commonwealth, grants over that part of the parcel of land identified as a services easement on the Deposited Plan an easement ("Easement") in favour of the relevant provider (referred to as the "service provider");
 - (b) the service provider may:
 - (i) provide, maintain and replace services supplied by that service provider through the parcel of land within the site of the Easement; and
 - (ii) do anything reasonably necessary for that purpose, including without limitation:
 - (A) entering or passing through the parcel of land;
 - (B) taking anything on to the parcel of land; and
 - (C) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
 - (c) in exercising the powers in Clause 3(b), the service provider must take all reasonable steps to:
 - (i) ensure that the work carried out on the parcel of land causes as little disruption, inconvenience and damage as is practicable; and
 - (ii) ensure that the parcel of land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;

- (d) Clause 3(c)(ii), does not require the service provider to restore:
 - (i) the parcel of land to a condition that would result in:
 - (A) an interference with:
 - (1) any service on or through the parcel of land; or
 - (2) access to any service on or through the parcel of land; or
 - (B) a contravention of a law of the Territory; or
 - (ii) any building or structure placed or constructed on any part of the parcel of land comprising the Easement;
- (e) the Owners Corporation must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising the Easement UNLESS written advice from the service provider is obtained;
- (f) for the purposes of the Easement, “services”, includes, without limitation, communication services, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
- (g) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.

4. The Owners – Units Plan No. 15466 (“the Owners Corporation”) covenants with the Planning and Land Authority (“the Authority”) on behalf of the Commonwealth of Australia (“the Commonwealth”) as follows:

- (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
- (b) to use the common property for some or all of the following uses; carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use approved by the Owners Corporation **PROVIDED THAT** these uses are consistent with the permitted purposes of the units;
- (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Authority, except where exempt by law;
- (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access

drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the parcel of land forming the common property;

- (e) except where necessary for compliance with Clause 4(d) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the parcel of land forming the common property without the previous approval in writing of the Authority;
- (f) if and whenever the Owners Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the wants of repairs require the Owners Corporation to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Authority may require the Owners Corporation to remove a building part of a building or improvement or to replace the part or parts of the services and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Owners Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Authority with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Authority in effecting such repairs or demolition or removal or replacement shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (g) to permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
- (h) the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- (i) that the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or

- (ii) to which the Tree Protection Act 2005, applies;
- (j) all minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.

5. It is mutually covenanted and agreed by the Commonwealth and the Owners Corporation as follows:

- (a) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
- (b) that any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (c) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

6. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "owners corporation" means the body corporate under the name of 'The Owners – Units Plan No. 15466 ';
- (d) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;

- (f) "Territory" means:
- (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (g) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;
- (j) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

DATED the.....Nineteenth..... day of.....May..... 2022.



Sharon Harmer
a delegate of the Planning and Land
Authority in exercising its functions

LESSEE: CCH INVESTMENT NO.1 PTY LIMITED ACN 128 263 543

WORTH STREET RESIDENTIAL (K) PTY LIMITED ACN 151 252 041

by their Attorney ALFONSO DEL RIO pursuant to Power of Attorney
ACT Registration No. 0147072 of which he has no notice of
revocation



Witness:

Amanda Leigh Noy





LEASE CONVEYANCING ENQUIRY

Your response is sought to the following questions in relation to:

LAND: Please provide details of the land you are enquiring about.

Unit	9	Block	11	Section	132	Suburb	CASEY
------	---	-------	----	---------	-----	--------	-------

Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991, Planning & Development Act 2007 and Planning Act 2023.

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	()
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	()
3. Has a Certificate of Compliance been issued? (N/A ex-Government House) N/A	()	()
Certificate Number: 83808		Dated: 12-MAY-22

Please Note: There are no development covenants within the current unit's plan, therefore a Compliance Certificate is not applicable. A Certificate of Compliance was issued on the previous surrendered Crown Lease.

4. Has an application for Subdivision been received under the Unit Titles Act?	(see report)
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?	(see report)
6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023?	(see report)
7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)?	(see report)
8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)	(see report)
9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023?	(see report)
10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?	(see report)

Applicant's Name :

Info Track

Date: 20-MAR-26 10:33:56

E-mail Address :

Client Reference :

226/0202 - 189235052



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

20-MAR-2026 10:33

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 3

INFORMATION ABOUT THE PROPERTY

CASEY Section 132/Block 11/Unit 9

Building Class: B

Area(m2): 18,567.7

Unimproved Value: \$8,380,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

Environment Assessment: The Land is not subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development ACT 2007, or part 6.3a of the Planning Act 2023.

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201936425 **Lodged** 27-NOV-19 **Type** See Subclass

-- Application Details -----

Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT - Construction of 105 new residential townhouses up to three storeys, associated garages, driveways, landscaping and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Gungahlin	Casey	132	11-11	

-- Involved Parties -----

Role	Name
Lessee	Worth Street Pty Limited
Lessee	123
Applicant	Canberra Town Planning Pty Ltd
Representor	Puddick, Jessica
Representor	Mcintyre, William
Representor	Murphy, David
Representor	Zorzi, Mark
Representor	Brennan, Hannah
Representor	Bradley, Michelle
Representor	Confidential Representor

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

DEVELOPMENT APPLICATIONS ON THE ADJACENT PROPERTIES (LAST 2 YEARS ONLY)



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

20-MAR-2026 10:33

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 3

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Please note however, it doesn't cover all development activity. Exempt activities can include but are not limited to, new residences, additions to residences, certain sheds, carports and pergolas etc. Information on exempt developments can be found at <https://www.planning.act.gov.au/applications-and-assessments/development-applications/check-if-you-need-a-da>

Sect	Blk	DA No.	Description	Overlay Policy	Status
132	12	202443420	PLANNING ACT 2023 - STAGE 2 NOTIFICATION OF DA202443420-S179E - PROPOSAL FOR SUBDIVISION OF TWO BLOCKS. Second stage of public notification for significant development for subdivision of existing blocks to create four CZ1 - Core Zone Blocks (to be used for a future fire and ambulance station, future walk-in-centre, future indoor sports centre) and one PRZ1 urban Open Space block, new access road, associated infrastructure and servicing, tree removals, off-site works and associated works which is still under consideration - the amendment is to provide updated traffic and parking reports, landscape details, ICON Water and emergency services information in response to a request for further information.	Approval Conditional	12-DEC-25

LAND USE POLICIES

To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at <https://www.legislation.act.gov.au/ni/2023-540/>

CONTAMINATED LAND SEARCH

Information is not recorded by the Environment Protection Authority regarding the contamination status of this land. However, this does not absolutely rule out the possibility of contamination and should not be interpreted as a warranty that there is no contamination. To be completely sure, independent tests should be arranged.

ASBESTOS SEARCH

ACT Government records indicate that asbestos (loose fill or otherwise) is not present on this land. However, the accuracy of this information is not guaranteed. If the property was built prior to 1 January 2004, you should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose-fill asbestos insulation (and other forms of asbestos e.g. bonded asbestos) on the premises.

CAT CONTAINMENT AREAS



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

20-MAR-2026 10:33

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 3

Cat containment has been extended across the ACT for cats born on or after 1 July 2022. Containment means keeping your cat on your premise 24 hours a day. This can include your house or apartment, enclosed area in a backyard or courtyard, a cat crate or leash.

Cats born before 1 July 2022 do not have to be contained unless they live in one of the 17 currently declared cat containment suburbs. All cats (regardless of age) located in the following suburbs must be contained to their premise 24 hours a day. However, cats can be walked on a leash and harness under effective control in all containment suburbs: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA, LAWSON, MOLONGLO, MONCRIEFF, STRATHNAIRN, THE FAIR in north WATSON, THROSBY, WRIGHT, GUNGAHLIN TOWN CENTRE, MACNAMARA, TAYLOR and WHITLAM. More information on cat containment is available at

<https://www.cityservices.act.gov.au/pets-and-wildlife/domestic-animals/cats/cat-containment> or by phoning Access Canberra on 13 22 81.

URBAN FOREST ACT 2023

The Urban Forest Act 2023 (or Tree Protection Act 2005 where applicable) protects individual trees of importance and urban forest areas that require particular protection. A Tree Register has been established and can be found on the Transport Canberra and City Services website https://www.cityservices.act.gov.au/trees-and-nature/trees/act_tree_register or for further information please call Access Canberra on 132281.

---- END OF REPORT ----

Unit Titles (Management) Act 2011

UNIT TITLE CERTIFICATE

SECTION 119

Units Plan No. 15466 Lot No. 9 Unit No. 9

Unit Owner/Eligible Person: Bronwyn Motion

Bronwyn Motion
148 Overall Avenue
Casey ACT 2913

1. Committee Details

Alex Corrigan	Raja Abbagouni
Monique Yura Park-Smith	
Julie Maree Carroll	
P Tandon	
Mathew Petar Kocic	

C/O - Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKS No 2.
23 Challis Street
DICKSON ACT 2602
02 6171 9700

2. Corporations Manager

The name and contact details of the corporations manager:

Slade Minson
Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKS No 2.
23 Challis Street
DICKSON ACT 2602

3. Records

The place where the corporation's records can be inspected and contact details:

Slade Minson
Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKS No 2.
23 Challis Street
DICKSON ACT 2602

4. Insurance Policy Details

Type	Insurer	Policy No.	Coverage	Renewal Date	Premium/Excess
Building/Common Property	CHU	HU0006124846	\$46,070,000.00	14/04/2026	\$47,244.23
Building/Common Property			\$460,700.00		
Loss of Rent/Temp Accommodation			\$6,910,500.00		
Public Liability			\$20,000,000.00		
Voluntary Workers			\$200,000.00		
Fidelity			\$250,000.00		
Office Bearers			\$5,000,000.00		

5. Contributions and Special Purpose Funds

5.1 The period the contributions and special purpose funds for the unit are for: (01/06/2025 - 31/05/2026)

5.2

Due Date	Details	Admin Fund	Sinking Fund	Amount Paid
01/02/2026	Standard Levy - Contribution Schedule	\$545.33	\$25.39	\$570.72
01/05/2026	Standard Levy - Contribution Schedule	\$545.33	\$25.39	\$0.00
Admin Fund Contributions				\$1,090.66
Sinking Fund Contributions				\$50.78
Total Contributions				\$1,141.44
Amount (if any) outstanding				\$0.00
Interest (if any) on outstanding amount				\$0.00
Amount (if any) in credit				\$0.00

5.3 The balance of the fund for the Owners Corporation as at the date of this certificate:

Admin Fund	\$76,900.39	Sinking Fund	\$17,823.02	Total	\$94,723.41
-------------------	--------------------	---------------------	--------------------	--------------	--------------------

5. Developer Control Period

Developer control period expiry date: N/A

7. Borrowings

Loan Amount: N/A
Loan Tenure:
Loan Start date:
Interest Rate:
Bank:

8. Sustainability Infrastructure

Sustainability Infrastructure: N/A

9. Planning and Land Authority Crown Lease Extension

Lease Expiry Date: 18/10/2120

10. Swimming Pool

Does the Units Plan have a regulated swimming pool? **No**

If yes, refer to **attached** documents prescribed by regulation.

All the information in this unit title certificate has been recorded on the following date from details shown in the books, records and other documents of the Owners Corporation:

Date: 26/03/2026
The Common Seal of
The Owners – Units Plan No 15466

Was hereunto affixed in
The presence of

Signature:



Vantage Strata Pty Ltd

Level 4, DKS No 2., 23 Challis Street DICKSON ACT 2602 ABN: 79602359482
Ph: 02 6171 9700 Email: info@vantagestrata.com.au
Printed: 26/03/2026 10:23 am User: Syarifah Zauddin

Contracts Register
15466 Kingsland 60 Kingsland Parade

Nil

OWNER LEDGER from 01/01/26 to 26/03/26

Contribution Schedule

U/Plan: 15466

Units: 105

Lots: 105

Building Address: 60 Kingsland Parade

: 128-164 Overall Avenue

Suburb: CASEY

State: ACT Post Code: 2913

Building Name: Kingsland

GST?: Yes

ABN: 48 837 397 367

Manager: Slade Minson

Lot 9	Unit 9	Bronwyn Motion			
Date	Ref	Details	Debit	Credit	Balance
01/01/26		Opening Balance	\$0.00	\$0.00	\$0.00
29/01/26	89	Receipt; Standard Levy for 01/12/2025 to 28/02/2026 Levy Ref# 42	\$0.00	\$570.72	\$570.72 CR
01/02/26	42	Standard Levy From: 01/12/2025 To: 28/02/2026	\$570.72	\$0.00	\$0.00
		Closing Balance	\$570.72	\$570.72	\$0.00
		Interest Due	\$0.00		\$0.00
		Total Balance	\$570.72	\$570.72	\$0.00



Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006124846
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	14/04/2025 to 14/04/2026 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.15466
Situation	60 KINGSLAND PARADE CASEY ACT 2913

Policies Selected

Policy 1 – Insured Property

Building: \$46,070,000

Common Area Contents: \$460,700

Loss of Rent & Temporary Accommodation (total payable): \$6,910,500

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000

Policy 9 – Lot owners' fixtures and improvements (per lot)



Sum Insured: \$250,000

Flood Cover is included.

Date Printed

03/04/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Insurance Valuation Report

For

Kingsland

**60 Kingsland Parade & 128-164 Overall
Avenue, Casey ACT 2913**

Scheme Number: 15466



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 219559

14 March 2025

PO Box 1280,
Beenleigh QLD 4207

P 1300 309 201
F 1300 369 190
E info@qiagroup.com.au
W www.qiagroup.com.au

QIA Group Pty Ltd
ABN 27 116 106 453
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QIA Group Pty Ltd

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SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **60 Kingsland Parade & 128-164 Overall Avenue, Casey ACT 2913**.

1.2 Property Address

The property is situated at **60 Kingsland Parade & 128-164 Overall Avenue, Casey ACT 2913**.

1.3 Description of Building

The property comprises total one hundred and five lots of mixed one to three storey townhouses arranged in groups, each lot with a single/double lockup garage at ground level, some lots with single carport. Part of roof with solar panels on the roof. Common property includes access driveways, boundary walls & fences and site landscaping.
In accordance with the plans provided the date of registration is 2022.

1.4 Client

The Proprietors Kingsland.

1.5 Replacement Value

Recommended Insured Value: \$46,070,000 (Inc GST)

1.6 Inspector Details

Inspector Number

101



Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Recommended Insured Value

The Recommended Insured Value represents the replacement/reinstatement costs associated with the reconstruction of building/s having regard for the functional use and useable area of the original building/s, common areas and body corporate assets. The Recommended Insured Value also estimates the costs associated with conformance to regulations and bylaws in force at the time of reconstruction.

2.2 Loss of Revenue

The Insurance Valuation represents building costs only and excludes loss of revenue.

2.3 Current Trends

Recent inflationary trends in the cost of building have shown building cost indices rising at a rate substantially in excess of official CPI figures. It is expected that this increase will continue in the short term on the back of construction activity following COVID-19.

2.4 Periodic Reviews

It is recommended that periodic reviews of the insurance valuation are undertaken to ensure inflationary and legislative factors and any improvements to common property or assets purchases are taken up in the Insurance Valuation, particularly in times of rapidly increasing prices.

2.5 Elements used in the Calculated Value of the Building Replacement

The calculated value of the building comprises of several elements:

- Present Building Costs.
- Allowance for Cost Escalation during the lead time of planning, calling tenders, and fitout.
- Professional Fees.
- Removal of Debris.
- Cost Escalation in the likely time lapse between the anniversary date and the date of any happening.

2.6 Valuation

Replacement Building and Improvements Cost: \$36,570,000

Allowance for Cost Escalation:

Design and Documentation:	6 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	14 Months

Calculated at 5% over the period \$2,440,000

Progressive Subtotal: \$39,010,000

Professional Fees: \$3,120,000

Progressive Subtotal: \$42,130,000

Removal of Debris: \$1,830,000

Progressive Subtotal: \$43,960,000

Cost Escalation for Insurance Policy Lapse Period: \$2,110,000

Progressive Subtotal: \$46,070,000

Recommended Insured Value: \$46,070,000 (Inc GST)

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 SITE FACTORS

The building is sited on, what appears to be a reasonably well drained block of land. Easy pedestrian and vehicular access was available.

3.2 ADDITIONS & IMPROVEMENTS

There appears to have been no improvement to the original construction.

3.3 MAINTENANCE

Generally, the building appears to have been reasonably well maintained.

3.4 SUMMARY OF CONSTRUCTION

3.4.1 Primary Method of Construction

3.4.1.1 FLOOR STRUCTURE

FLOOR CONSTRUCTION: Reinforced concrete ground floor and timber framed upper floor.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Steel/Timber framed brickwork.

EXTERNAL WALL FINISHES: Painted brick, fibre cement sheet and Colorbond claddings

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Steel/Timber framed low-pitched roof.

ROOFING: Cliplock metal sheeting.

3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Concrete.

3.5 AREAS NOT INSPECTED - TYPICAL

- Part or parts of the building interior that were not readily accessible.
- Part or parts of the building exterior that were not readily accessible
- Part or parts of the roof exterior that were not readily accessible or inaccessible or obstructed at the time of inspection because of exceeding height.
- Part or parts of the retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection as a result of alignment of the common property land, buildings or vegetation.

3.6 SCOPE

- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible Areas of the subject property. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection of the property.
- The report is designed to be published only by the Strata Manager to unit owners and the respective insurance company.
- The report does not carry the right of other publication, with the exception of the above, without written consent of QIA Group Pty Ltd.
- This report is not an engineering survey of improvements or status of the building and its contents.
- This report is only for insurance replacement purposes, and not an evaluation of the market value of the property.
- Structural or ground improvements to exclusive use areas are the responsibility of the owners and should be insured by the relevant owner.

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

- Any 'minor fault or defect'
- Solving or providing costs for any rectification or repair work;
- The structural design or adequacy of any element of construction;
- Detection of wood destroying insects such as termites and wood borers;
- Any rationalisation or modernisation of services including building, engineering (electronic), fire and smoke detection or mechanical;
- A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

SECTION 4 – SITE PHOTOGRAPHS



Sinking Fund Plan

Kingsland v2

**60 Kingsland Parade & 128-164 Overall
Avenue, Casey, ACT 2913
Scheme Number: 15466**



COMPILED BY VON HARAMINA

**On 27 August 2025 for the
15 Years Commencing: 1 June 2025
QIA Job Reference Number: 226291**

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INTRODUCTION

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

LOCATION

60 Kingsland Parade & 128-164 Overall Avenue, Casey, ACT 2913

REPORT SUMMARY

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

We recommend that the Sinking Fund Report be regularly updated to ensure that an accurate assessment of how the scheme land, building and facilities are aging and to incorporate into the Report any major changes brought about by legislation, or pricing.

The Sinking Fund Levy per entitlement already set is:	\$0.84
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$7,800.00
The proposed Sinking Fund Levy per entitlement is:	\$1.48

METHODOLOGY

The nominal forecast period of this report is 15 years and the costs anticipated during each of the years are detailed line by line on a yearly basis. The nominal time frame of the Report is to a large extent driven by the fact that many elements in a building's structure have a life beyond 15 years. Therefore an amount has been taken up for each item that would require replacement or substantial repair outside of the 15 year forecast period to account for these anticipated expenses. The basis for the accrual of these funds is that Owners use or consume the common property during their period of ownership and so are responsible for funding their eventual replacement. The manner in which the land, buildings and facilities actually age cannot be accurately determined without regular inspections which take into account the size, location and use of the scheme.

The report will generally categorise costs as follows:

1. Costs that occur in a predictable timeframe, in one tranche or as one project and within the 15 years forecast – a typical example of this kind of cost may be external painting or external door replacement. These items are generally described as straight costs e.g. repaint building or replace door.
2. Costs that occur in a predictable timeframe, in several tranches within the 15 years forecast – a typical example of this kind of cost may be boundary fence replacement, light fitting replacements or tree removal/lopping. These costs are generally described as an ongoing or partial replacement or provision cost.
3. Costs that occur in a predictable timeframe in one tranche or multiple tranches but will be outside the 15 years forecast – a typical example of this would be driveway resurfacing, gutter or downpipe replacements. These costs will only appear as annual accruals in the **Itemised Accruals by Year** section of the report, or may appear as a “partial” provision if there is a need for some allowance in the duration of the report.
4. Costs that are not predictable and may occur in one tranche or multiple tranches – a typical example of this cost is a burst water pipe. These costs are generally shown in the report as a repairs and replacement cost or an allowance.

The levy income has been determined by forecasting the expenditure requirement to replace or renew assets or finishes that have an effective life and making an allowance for items that do not have a finite lifespan. The levy income is initially increased each year by a variable inflationary factor to smooth the effects of major cost fluctuations given the initial fund balance and income.

No allowance has been made for interest receivable on the Sinking Fund Account, possible bank charges or tax obligations arising from bank interest.

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 5.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

The effective life for each item identified is based on its material effective life, therefore no consideration has been made for the economic life of plant, equipment, finishes or upgrades.

We have included a line item called Capital Replacement – General which is a yearly provision for unforeseen and/or unknown capital costs and expenses. This provision will allow Owners to expend funds on items which are not specifically allowed for, without the need to call an Extraordinary General Meeting to raise a special levy to pay for those otherwise unspecified items.

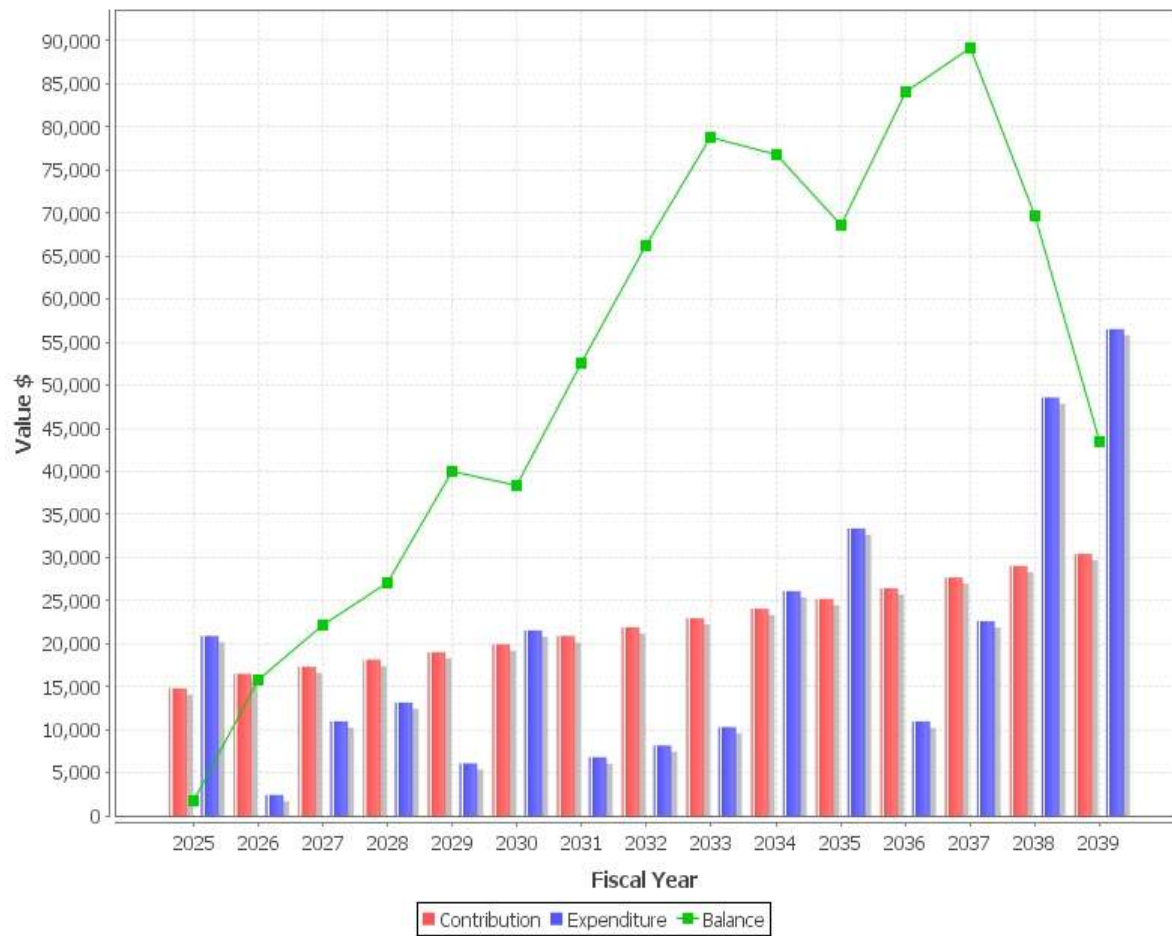
If the amounts provided for are not expended in any one year they will be accumulated to meet expenditures in future years although it has been our experience that some form of capital expenditure occurs every year and not all of it is accounted for via the specific line items in our report.

No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

This report assumes that all plant and equipment will be maintained under comprehensive maintenance agreements. Expenditure incurred for maintenance agreements is taken to be covered within the Administrative Fund Budget, as are any smaller items that would be considered routine replacement items.

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/06/2025	\$7,800	\$14,804	\$1.48	\$20,904	\$1,700
2	01/06/2026	\$1,700	\$16,516	\$1.65	\$2,431	\$15,785
3	01/06/2027	\$15,785	\$17,310	\$1.73	\$10,975	\$22,121
4	01/06/2028	\$22,121	\$18,143	\$1.81	\$13,165	\$27,099
5	01/06/2029	\$27,099	\$19,016	\$1.90	\$6,099	\$40,016
6	01/06/2030	\$40,016	\$19,930	\$1.99	\$21,527	\$38,419
7	01/06/2031	\$38,419	\$20,889	\$2.09	\$6,800	\$52,508
8	01/06/2032	\$52,508	\$21,894	\$2.19	\$8,175	\$66,227
9	01/06/2033	\$66,227	\$22,947	\$2.29	\$10,314	\$78,859
10	01/06/2034	\$78,859	\$24,051	\$2.41	\$26,100	\$76,810
11	01/06/2035	\$76,810	\$25,207	\$2.52	\$33,384	\$68,633
12	01/06/2036	\$68,633	\$26,420	\$2.64	\$10,964	\$84,089
13	01/06/2037	\$84,089	\$27,691	\$2.77	\$22,608	\$89,172
14	01/06/2038	\$89,172	\$29,023	\$2.90	\$48,585	\$69,610
15	01/06/2039	\$69,610	\$30,419	\$3.04	\$56,533	\$43,496

SINKING FUND FORECAST MOVEMENT

SUMMARY OF ANNUAL FORECAST EXPENDITURE

June 2025		Expense Inc GST
2025/2026 BUDGETED/PLANNED CAPITAL WORKS EXPENDITURE		
- Provision for electrical		\$13,300
- Provision for signage		\$5,000
GENERAL		
- Capital Replacement - General		\$2,315
DRIVEWAYS & PARKING		
- Maintain/replace bollards/fixings/fittings		\$289
<u>Total Forecast Expenditure for year - June 2025 (Inc GST):</u>		<u>\$20,904</u>
Includes GST amount of :		\$1,900
June 2026		Expense Inc GST
GENERAL		
- Capital Replacement - General		\$2,431
<u>Total Forecast Expenditure for year - June 2026 (Inc GST):</u>		<u>\$2,431</u>
Includes GST amount of :		\$221
June 2027		Expense Inc GST
GENERAL		
- Capital Replacement - General		\$2,552
DRIVEWAYS & PARKING		
- New line-marking		\$3,747
- Provision for new traffic mirrors		\$2,205
- Maintain/replace traffic mirrors		\$1,337

EXTERNAL WORKS INCL BIN ENCLOSURES

- Replace roller shutter door motors	\$1,133
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<u>Total Forecast Expenditure for year - June 2027 (Inc GST):</u>	<u>\$10,975</u>
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Includes GST amount of :	\$998
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June 2028	Expense Inc GST
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GENERAL

- Capital Replacement - General	\$2,680
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EXTERNAL WORKS INCL BIN ENCLOSURES

- Provision to maintain/replace handrail fixings	\$417
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$1,711
--	---------

LANDSCAPING

- Provision for landscaping - mulcing/planting/irrigation pipework incl fixngs/fittings	\$8,357
--	---------

<u>Total Forecast Expenditure for year - June 2028 (Inc GST):</u>	<u>\$13,165</u>
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Includes GST amount of :	\$1,197
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June 2029	Expense Inc GST
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GENERAL

- Capital Replacement - General	\$2,814
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LANDSCAPING

- Replace irrigation controllers	\$3,285
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<u>Total Forecast Expenditure for year - June 2029 (Inc GST):</u>	<u>\$6,099</u>
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Includes GST amount of :	\$554
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June 2030	Expense Inc GST
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GENERAL

- Capital Replacement - General	\$2,955
---------------------------------	---------

DRIVEWAYS & PARKING

- Maintain/replace bollards/fixings/fittings	\$369
- Maintain/replace traffic mirrors	\$1,548

EXTERNAL WORKS INCL BIN ENCLOSURES

- Maintain common pipework	\$5,983
----------------------------	---------

FENCING

- Maintain stone retaining walls	\$7,960
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FURNITURE & FITTINGS

- Maintain signage	\$1,238
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FIRE PROTECTION SYSTEMS

- Provision to replace hydrant valve assemblies & seals	\$1,474
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Total Forecast Expenditure for year - June 2030 (Inc GST): **\$21,527**

Includes GST amount of : **\$1,957**

June 2031

Expense
Inc GST

GENERAL

- Capital Replacement - General	\$3,102
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DRIVEWAYS & PARKING

- Repaint bollard	\$193
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EXTERNAL WORKS INCL BIN ENCLOSURES

- Repaint door face/arch bars	\$1,114
- Provision to maintain/replace handrail fixings	\$483

FURNITURE & FITTINGS

- Replace keypads, security controllers	\$1,517
- Maintain bike rack fixtures & fittings	\$390

Total Forecast Expenditure for year - June 2031 (Inc GST): **\$6,800**

Includes GST amount of : **\$618**

June 2032	Expense Inc GST
GENERAL	
- Capital Replacement - General	\$3,257
DRIVEWAYS & PARKING	
- Provision to replace wheel stops	\$1,976
EXTERNAL WORKS INCL BIN ENCLOSURES	
- Replace external door/frame	\$861
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	\$2,080
<u>Total Forecast Expenditure for year - June 2032 (Inc GST):</u>	<u>\$8,175</u>
Includes GST amount of :	\$743

June 2033	Expense Inc GST
GENERAL	
- Capital Replacement - General	\$3,420
DRIVEWAYS & PARKING	
- Maintain/replace traffic mirrors	\$1,792
EXTERNAL WORKS INCL BIN ENCLOSURES	
- Replace roller shutter door motors	\$1,519
FENCING	
- Maintain masonry fencing	\$3,584
<u>Total Forecast Expenditure for year - June 2033 (Inc GST):</u>	<u>\$10,314</u>
Includes GST amount of :	\$938

June 2034	Expense Inc GST
GENERAL	
- Capital Replacement - General	\$3,591

DRIVEWAYS & PARKING

- New line-marking	\$5,273
- Provision to replace wheel stops	\$2,179

EXTERNAL WORKS INCL BIN ENCLOSURES

- Ongoing partial maintenance of walkways	\$2,414
- Maintain metal roof fixings/flashings	\$2,408
- Provision to maintain/replace handrail fixings	\$559

FENCING

- Maintain stone retaining walls	\$9,676
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Total Forecast Expenditure for year - June 2034 (Inc GST): \$26,100

Includes GST amount of : \$2,373

June 2035	Expense Inc GST
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GENERAL

- Capital Replacement - General	\$3,771
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DRIVEWAYS & PARKING

- Maintain driveway	\$17,384
- Maintain/replace bollards/fixings/fittings	\$470

LANDSCAPING

- Provision for landscaping - mulcing/planting/irrigation pipework incl fixngs/fittings	\$11,759
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Total Forecast Expenditure for year - June 2035 (Inc GST): \$33,384

Includes GST amount of : \$3,035

June 2036	Expense Inc GST
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GENERAL

- Capital Replacement - General	\$3,959
---------------------------------	---------

DRIVEWAYS & PARKING

- Provision to replace wheel stops	\$2,402
- Maintain/replace traffic mirrors	\$2,074

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$2,529
--	---------

Total Forecast Expenditure for year - June 2036 (Inc GST): **\$10,964**

Includes GST amount of : **\$997**

June 2037

Expense
Inc GST

GENERAL

- Capital Replacement - General	\$4,157
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EXTERNAL WORKS INCL BIN ENCLOSURES

- Maintain common pipework	\$8,419
- Maintain metal roof fixings/flashings	\$2,788
- Provision to maintain/replace handrail fixings	\$647

FURNITURE & FITTINGS

- Maintain signage	\$1,742
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LANDSCAPING

- Replace irrigation controllers	\$4,854
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Total Forecast Expenditure for year - June 2037 (Inc GST): **\$22,608**

Includes GST amount of : **\$2,055**

June 2038

Expense
Inc GST

GENERAL

- Capital Replacement - General	\$4,365
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DRIVEWAYS & PARKING

- Maintain driveway	\$20,124
- Provision to replace wheel stops	\$2,648

EXTERNAL WORKS INCL BIN ENCLOSURES

- Ongoing partial maintenance of walkways	\$2,935
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FENCING

- Maintain masonry fencing	\$4,574
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- Maintain stone retaining walls	\$11,761
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FIRE PROTECTION SYSTEMS

- Provision to replace hydrant valve assemblies & seals	\$2,178
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<u>Total Forecast Expenditure for year - June 2038 (Inc GST):</u>	<u>\$48,585</u>
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Includes GST amount of :	\$4,417
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June 2039

Expense Inc GST

GENERAL

- Capital Replacement - General	\$4,584
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DRIVEWAYS & PARKING

- Maintain/replace traffic mirrors	\$2,401
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EXTERNAL WORKS INCL BIN ENCLOSURES

- Replace external door/frame	\$1,212
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- Replace guttering/downpipes in 27 years (partial accrual) 50%	\$2,665
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- Replace roller shutter door motors	\$2,035
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- Replace roller shutter door in 32 years (partial accrual) 50%	\$4,391
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- Provision to replace metal roof in 40 years (partial accrual) 50%	\$9,433
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FENCING

- Replace powder coated baluster fencing/gates in 25 years (partial accrual) 33%	\$17,206
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FURNITURE & FITTINGS

- Provision to replace mail boxes in 21 years (partial accrual) 50%	\$12,606
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<u>Total Forecast Expenditure for year - June 2039 (Inc GST):</u>	<u>\$56,533</u>
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Includes GST amount of :	\$5,139
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ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
2025/2026 BUDGETED/PLANNED CAPITAL WORKS																		
- Provision for electrical	\$11,515	2025	0	13300														
- Provision for signage	\$4,329	2025	0	5000														
GENERAL																		
- Capital Replacement - General	\$2,004	2025	1	2315	2431	2552	2680	2814	2955	3102	3257	3420	3591	3771	3959	4157	4365	4584
DRIVEWAYS & PARKING																		
- Maintain driveway	\$9,240	2035	3											17384			20124	
- Maintain/replace bollards/fixings/fittings	\$250	2025	5	289					369					470				
- Repaint bollard	\$125	2031	10							193								
- New line-marking	\$2,943	2027	7			3747							5273					
- Provision to replace wheel stops	\$1,216	2032	2								1976		2179		2402		2648	
- Provision for new traffic mirrors	\$1,732	2027	0			2205												
- Maintain/replace traffic mirrors	\$1,050	2027	3			1337			1548			1792			2074			2401
EXTERNAL WORKS INCL BIN ENCLOSURES																		
- Maintain common pipework	\$4,059	2030	7						5983							8419		
- Ongoing partial maintenance of walkways	\$1,348	2034	4										2414				2935	
- Repaint door face/arch bars	\$720	2031	10							1114								
- Replace external door/frame	\$530	2032	7								861							1212
- Maintain metal roof fixings/flashings	\$1,344	2034	3										2408			2788		
- Replace guttering/downpipes in 27 years (partial accrual) 50%	\$1,166	2039	12															2665

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
EXTERNAL WORKS INCL BIN ENCLOSURES (CONT.)																		
- Replace roller shutter door motors	\$890	2027	6			1133						1519						2035
- Replace roller shutter door in 32 years (partial accrual) 50%	\$1,920	2039	17															4391
- Provision to maintain/replace handrail fixings	\$312	2028	3				417			483			559			647		
- Provision to replace metal roof in 40 years (partial accrual) 50%	\$4,125	2039	25															9433
FENCING																		
- Replace powder coated baluster fencing/gates in 25 years (partial accrual) 33%	\$7,524	2039	5															17206
- Maintain masonry fencing	\$2,100	2033	5									3584					4574	
- Maintain stone retaining walls	\$5,400	2030	4						7960				9676				11761	
FURNITURE & FITTINGS																		
- Maintain signage	\$840	2030	7						1238							1742		
- Provision to replace mail boxes in 21 years (partial accrual) 50%	\$5,512	2039	5															12606
- Ongoing partial replacement of exterior lighting	\$1,280	2028	4				1711				2080				2529			
- Replace keypads, security controllers	\$980	2031	10							1517								
- Maintain bike rack fixtures & fittings	\$252	2031	9							390								
LANDSCAPING																		
- Replace irrigation controllers	\$2,340	2029	8					3285								4854		
- Provision for landscaping - mulcing/planting/irrigation pipework incl fixngs/fittings	\$6,250	2028	7				8357							11759				
FIRE PROTECTION SYSTEMS																		
- Provision to replace hydrant valve assemblies & seals	\$1,000	2030	8						1474								2178	
Total				20904	2431	10975	13165	6099	21527	6800	8175	10314	26100	33384	10964	22608	48585	56533
Includes GST amount of				1900	221	998	1197	554	1957	618	743	938	2373	3035	997	2055	4417	5139

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
2025/2026 BUDGETED/PLANNED CAPITAL WORKS																		
- Provision for electrical	\$11,515	2025	0	13300	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Provision for signage	\$4,329	2025	0	5000	0	0	0	0	0	0	0	0	0	0	0	0	0	0
GENERAL																		
- Capital Replacement - General	\$2,004	2025	1	2315	2431	2552	2680	2814	2955	3102	3257	3420	3591	3771	3959	4157	4365	4584
DRIVEWAYS & PARKING																		
- Maintain driveway	\$9,240	2035	3	1224	2508	3858	5274	6761	8323	9963	11685	13493	15391	17384	6384	13086	20124	7390
- Maintain/replace bollards/fixings/fittings	\$250	2025	5	289	67	137	211	288	369	85	174	268	367	470	108	222	342	467
- Repaint bollard	\$125	2031	10	24	49	75	102	131	161	193	25	51	79	108	138	170	203	238
- New line-marking	\$2,943	2027	7	1189	2437	3747	648	1328	2042	2791	3579	4405	5273	911	1868	2873	3927	5035
- Provision to replace wheel stops	\$1,216	2032	2	207	424	652	892	1143	1408	1685	1976	1063	2179	1172	2402	1292	2648	1424
- Provision for new traffic mirrors	\$1,732	2027	0	699	1434	2205	0	0	0	0	0	0	0	0	0	0	0	0
- Maintain/replace traffic mirrors	\$1,050	2027	3	424	869	1337	491	1007	1548	568	1165	1792	658	1349	2074	762	1561	2401
EXTERNAL WORKS INCL BIN ENCLOSURES																		
- Maintain common pipework	\$4,059	2030	7	880	1803	2773	3791	4860	5983	1034	2120	3260	4457	5714	7033	8419	1455	2983
- Ongoing partial maintenance of walkways	\$1,348	2034	4	192	393	605	827	1061	1305	1563	1833	2116	2414	681	1396	2147	2935	828
- Repaint door face/arch bars	\$720	2031	10	137	280	431	590	756	931	1114	144	296	455	622	797	981	1174	1377
- Replace external door/frame	\$530	2032	7	90	185	284	389	498	613	734	861	149	305	469	642	823	1013	1212
- Maintain metal roof fixings/flashings	\$1,344	2034	3	191	392	604	825	1058	1302	1559	1828	2111	2408	884	1813	2788	1024	2098

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
EXTERNAL WORKS INCL BIN ENCLOSURES																		
- Replace guttering/downpipes in 27 years (partial accrual) 50%	\$1,166	2039	12	124	253	389	532	682	840	1006	1179	1362	1553	1755	1966	2188	2420	2665
- Replace roller shutter door motors	\$890	2027	6	359	737	1133	223	458	704	963	1234	1519	299	613	943	1290	1653	2035
- Replace roller shutter door in 32 years (partial accrual) 50%	\$1,920	2039	17	203	417	641	877	1124	1384	1657	1943	2244	2559	2891	3239	3604	3988	4391
- Provision to maintain/replace handrail fixings	\$312	2028	3	97	198	305	417	153	314	483	177	364	559	205	421	647	237	486
- Provision to replace metal roof in 40 years (partial accrual) 50%	\$4,125	2039	25	437	896	1378	1884	2416	2973	3559	4174	4820	5498	6210	6958	7743	8567	9433
FENCING																		
- Replace powder coated baluster fencing/gates in 25 years (partial accrual) 33%	\$7,524	2039	5	797	1635	2514	3437	4406	5424	6492	7614	8792	10029	11328	12692	14124	15627	17206
- Maintain masonry fencing	\$2,100	2033	5	325	666	1025	1401	1796	2211	2646	3104	3584	828	1697	2610	3568	4574	1056
- Maintain stone retaining walls	\$5,400	2030	4	1170	2399	3689	5044	6466	7960	2245	4602	7077	9676	2729	5594	8602	11761	3317
FURNITURE & FITTINGS																		
- Maintain signage	\$840	2030	7	182	373	574	784	1006	1238	214	439	674	922	1182	1455	1742	301	617
- Provision to replace mail boxes in 21 years (partial accrual) 50%	\$5,512	2039	5	584	1198	1842	2518	3228	3974	4756	5579	6442	7348	8299	9299	10348	11449	12606
- Ongoing partial replacement of exterior lighting	\$1,280	2028	4	397	814	1251	1711	483	989	1521	2080	587	1203	1850	2529	713	1462	2248
- Replace keypads, security controllers	\$980	2031	10	186	382	587	803	1030	1267	1517	196	403	619	847	1086	1336	1600	1876
- Maintain bike rack fixtures & fittings	\$252	2031	9	48	98	151	206	265	326	390	55	112	173	236	303	373	447	524
LANDSCAPING																		
- Replace irrigation controllers	\$2,340	2029	8	595	1219	1874	2562	3285	508	1042	1602	2191	2809	3458	4139	4854	751	1539
- Provision for landscaping - mulcing/planting/irrigation pipework incl fixngs/fittings	\$6,250	2028	7	1939	3975	6112	8357	1444	2961	4553	6225	7980	9824	11759	2032	4166	6406	8759

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
FIRE PROTECTION SYSTEMS																		
- Provision to replace hydrant valve assemblies & seals	\$1,000	2030	8	217	444	683	934	1197	1474	228	468	719	983	1260	1551	1857	2178	337
TOTAL ACCRUALS				12917	26545	32434	35245	45045	39960	50864	61144	70979	66359	56470	74467	82268	65607	42599

* **Bold blue items listed above are expense items that occur in that year.**

REPORT INFORMATION

The values included in the report are for budgeting purposes and have been obtained from a number of sources including building cost information guides, painting contractors, plant and equipment suppliers, manufactures and installers and working knowledge of each buildings configuration at the time of inspection.

Every endeavour has been undertaken to accurately compile a budget for the maintenance, repair, renewal or replacement of the items of a non-routine nature that have been identified in this report. However as there is no definitive scope of works for maintenance, repair, renewal or replacement of the items contained in this report it is expected that if said items were put to tender, the quotations received would vary significantly dependent upon the timing and scope of works to that will be undertaken. For this reason it is recommended that several quotations are sourced as far in advance of any anticipated work as possible.

The installation date, present condition and estimated life of each item is determined at the time of the site inspection from a visual inspection, the age of the building (where this information is provided) and any other relevant information provided by the Owners at the time of inspection. This information is then communicated in the report by way of nominated total life cycle in comparison with expected remaining life. The life cycles of each of the items will vary depending upon where the building is located, for example buildings near a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report wherever possible. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, if required. The inspection of the common property of the scheme is a cursory visual inspection only limited to those areas of the common property that are fully accessible and visible to the inspector from floor or ground level at the time of inspection. The primary purpose of the inspection is to determine the materials used in the construction of the building that need to be maintained, estimate the quantities of same, identify the plant and equipment in the common areas of the building and make a recommendation as to the timing of the repairs and replacements identified for restorative purposes only. The inspection did not include breaking apart, dismantling, removing or moving any element of the building and items located on the common property.

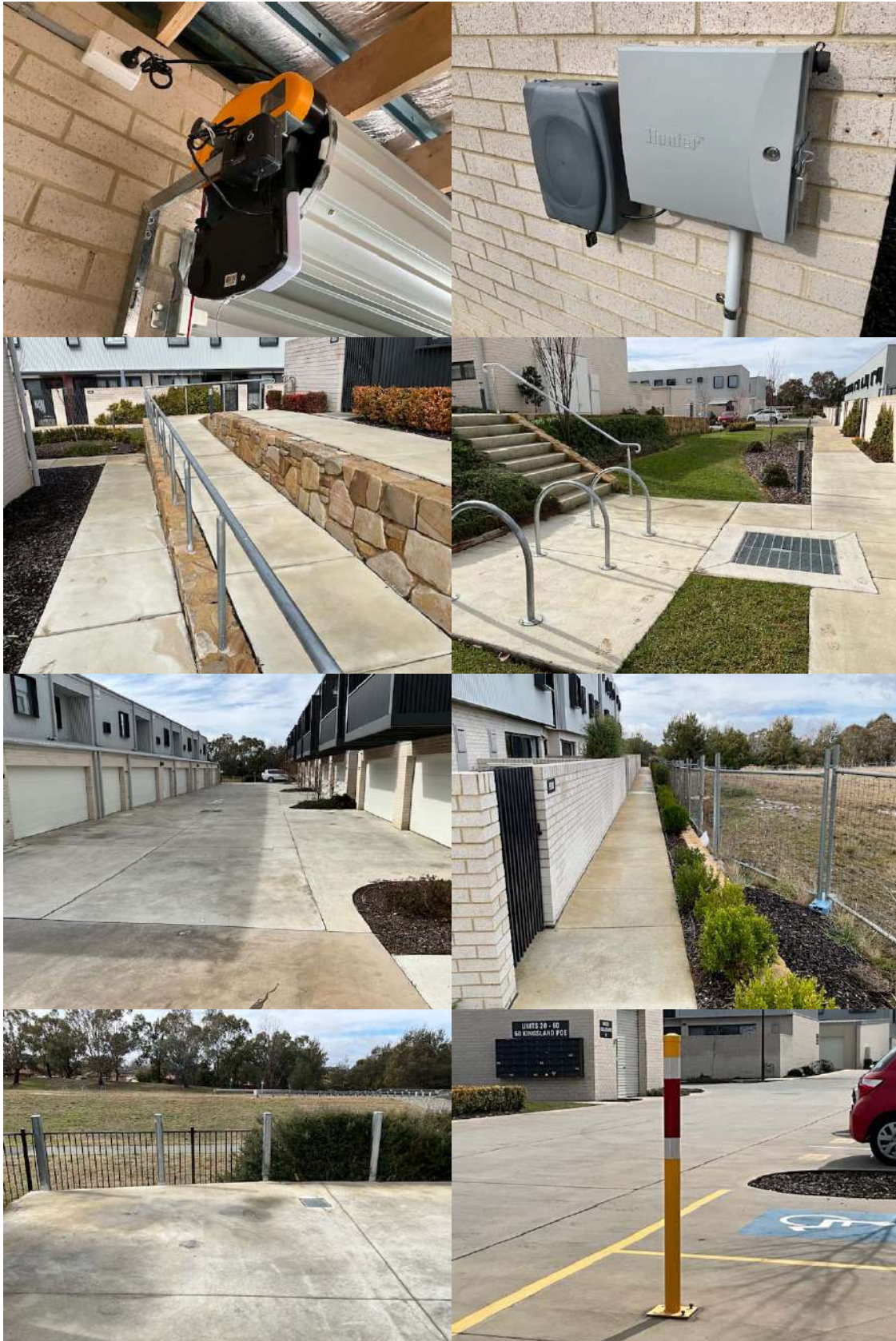
The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific condition of specialist items and equipment such as gas fittings and supply systems; heritage listing conditions or requirements; fire protection fittings and systems; HVAC fittings and systems site drainage; electrical or data systems or wiring, building plumbing systems including sewerage, potable and stormwater pipe work and fittings; security concerns; detection and identification of illegal building work; and the durability of exposed finishes.

The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety report and no assessment was made as to the compliance or otherwise of any pool barrier or common property windows.

AREAS NOT INSPECTED

- Part or parts of the common property building interior that were not readily accessible
- Part or parts of the building exterior were not readily accessible
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because of exceeding height, vegetation or neighbouring buildings.
- Part or parts of the Common Property plant and equipment where specialised knowledge or equipment is required to carry out the inspection, particularly in respect of its' operation.
- Part or parts of the retaining walls, fencing where not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.







Certificate of Occupancy and Use

Certificate No.: **B20206026C1**

**Access Canberra Land, Planning and
Building Services**

ABN 16 479 763 216
8 Darling Street Mitchell
GPO Box 158 ACT 2601
www.act.gov.au/accesscbr

This Certificate is issued in accordance with Section 69 (2) of the Building Act 2004.

The building work listed on this certificate has been completed substantially in accordance with the prescribed requirements and is considered fit for occupation and use.

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	11	132	CASEY	GUNGAHLIN	Australian Capital Territory

Plans

B20206026/A

B20206026/B

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a(II)	New	TOWNHOUSE	12 buildings of one, two and three storey construction comprising a total of 105 dwellings, with attached garages and associated works. includes 10a and 10b	NA		B20206026N1	ELEVATED CONSTRUCTIONS ONE PTY LIMITED

Comments

Important Note:

This building work incorporates an alternative solution to the Building Code of Australia (BCA). Refer to the approval documentation for further information.

The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the territory (including this Act) relating to the building or portion of the building.

Issued by: Carl Bunk

Issued on: 08/04/2022

Delegate of the ACT Construction
Occupations Registrar.

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block	Unit Plan No
CASEY	132	11	15466

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	94	-	3012	14
2	90	-	3012	15
3	94	-	3012	16
4	90	-	3012	17
5	110	-	3012	18
6	110	-	3012	19
7	110	-	3012	20
8	110	-	3012	21
9	110	-	3012	22
10	110	-	3012	23
11	110	-	3012	24
12	110	-	3012	25
13	110	-	3012	26
14	110	-	3012	27
15	110	-	3012	28
16	110	-	3012	29
17	110	-	3012	30
18	110	-	3012	31
19	110	-	3012	32
20	110	-	3012	33
21	110	-	3012	34
22	110	-	3012	35
23	110	-	3012	36
24	110	-	3012	37
25	110	-	3012	38
Aggregate		See Sheet 6	The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
			Volume	Folio
			3012	13
			 David Pryce Registrar-General 	
			 Deputy Registrar-General	

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block	Unit Plan No
CASEY	132	11	15466

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	110	-	3012	39
27	110	-	3012	40
28	110	-	3012	41
29	110	-	3012	42
30	110	-	3012	43
31	110	-	3012	44
32	90	-	3012	45
33	94	-	3012	46
34	90	-	3012	47
35	94	-	3012	48
36	90	-	3012	49
37	94	-	3012	50
38	90	-	3012	51
39	94	-	3012	52
40	90	-	3012	53
41	94	-	3012	54
42	90	-	3012	55
43	94	-	3012	56
44	80	-	3012	57
45	80	-	3012	58
46	80	-	3012	59
47	80	-	3012	60
48	80	-	3012	61
49	80	-	3012	62
50	80	-	3012	63
Aggregate		See Sheet 6	The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
			Volume	Folio
			3012	13
			 David Pryce Registrar-General	
			 Deputy Registrar-General	

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block	Unit Plan No
CASEY	132	11	15466

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	80	-	3012	64
52	80	-	3012	65
53	58	-	3012	66
54	58	-	3012	67
55	58	-	3012	68
56	58	-	3012	69
57	58	-	3012	70
58	58	-	3012	71
59	58	-	3012	72
60	58	-	3012	73
61	90	-	3012	74
62	94	-	3012	75
63	90	-	3012	76
64	94	-	3012	77
65	90	-	3012	78
66	94	-	3012	79
67	90	-	3012	80
68	94	-	3012	81
69	90	-	3012	82
70	94	-	3012	83
71	90	-	3012	84
72	94	-	3012	85
73	94	-	3012	86
74	90	-	3012	87
75	94	-	3012	88
Aggregate		See Sheet 6	The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
			Volume	Folio
			3012	13
			 David Pryce Registrar-General	
			 Deputy Registrar-General	

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block	Unit Plan No
CASEY	132	11	15466

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	90	-	3012	89
77	94	-	3012	90
78	90	-	3012	91
79	94	-	3012	92
80	90	-	3012	93
81	94	-	3012	94
82	90	-	3012	95
83	94	-	3012	96
84	90	-	3012	97
85	94	-	3012	98
86	90	-	3012	99
87	94	-	3012	100
88	90	-	3012	101
89	94	-	3012	102
90	90	-	3012	103
91	94	-	3012	104
92	90	-	3012	105
93	110	-	3012	106
94	110	-	3012	107
95	110	-	3012	108
96	110	-	3012	109
97	110	-	3012	110
98	110	-	3012	111
99	110	-	3012	112
100	110	-	3012	113
Aggregate		See Sheet 6	The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
			Volume	Folio
			3012	13
			 David Pryce Registrar-General 	
			 Deputy Registrar-General	



Form 078

1. LAND

District/Division	Section	Block	Unit Plan No
CASEY	132	11	15466

[illegible]

Units Plan 15466 - KINGSLAND

60 Kingsland Parade, CASEY ACT 2913

Rules

1.1 Definitions—default rules

(1) In these rules:

owner, occupier or user, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.

(2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

1.2 Payment of rates and taxes by unit owners

A unit owner must pay all rates, taxes and any other amount payable for the unit.

1.3 Repairs and maintenance

(1) A unit owner must ensure that the unit is in a state of good repair.

(2) A unit owner must carry out any work in relation to the unit, and do anything else in relation to the unit, that is required by a territory law.

1.4 Erections and alterations

(1) A unit owner may erect or alter any structure in or on the unit or the common property only—

(a) in accordance with the express permission of the Owners Corporation by unopposed resolution the Executive Committee and

(b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).

(2) Permission may be given subject to conditions stated in the resolution.

NOTE: all additions such as pergolas, window coverings, shutters and screens or alike structures must remain consistent with the architectural integrity and colour scheme of UP15466 – Kingsland.



- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

- external appearance of a unit or the units plan

1.5 Pets in units

- (1) A unit owner or occupier (the **pet owner**) may keep an animal, or permit an animal to be kept, within the unit if—
- (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
 - (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
 - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
 - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

1.6 Assistance animals

The owners corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

1.7 Use of common property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.

1.8 Hazardous use of unit

A unit owner must not use the unit, or permit it to be used, to cause a hazard to an owner, occupier or user of another unit.



1.9 Use of unit—nuisance or annoyance

- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

1.10 Noise

- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

1.11 Illegal use of unit

A unit owner must not use the unit, or permit it to be used, to contravene a law in force in the ACT.

1.12 What may an executive committee representative do?

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
 - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
 - (b) carry out any maintenance required under the Act or these rules;
 - (c) do anything else the owners corporation is required to do under the Act or these rules.
- (2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).



- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
- (a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of their intention to do the thing; or
 - (b) in an emergency, it is essential that it be done without notice.
- (4) The executive committee may give a written authority to a person to represent the corporation under this rule.

executive committee representative means a person authorised, in writing, by the executive committee under rule 1.12 (4).

Strata Manager:
LMM Solutions Pty Ltd
Level 1, 26 Thynne Street, Bruce ACT 2617
Phone: (02) 5110 3200
Email: enquiries@LMMsolutions.com.au



MINUTES OF ANNUAL GENERAL MEETING

UNITS PLAN NO. 15466 'KINGSLAND'

MEETING DATE & TIME 5:00 PM, Wednesday 17th July 2024
LOCATION LJ Hooker Strata & Canberra City, 182 – 200 City Walk, Canberra City and online via Zoom

ATTENDEES

Unit 37 – S Jovanovic
Unit 42 – A Lawson
Unit 49 – M Lovell
Unit 51 – J Carrol (Chairperson)
Unit 62 – J Emmett
Unit 69 – A Emmett
The Owner of Unit 91
Unit 104 – M Kocic
Unit 105 – R Corrigan & A Cameron

PROXIES

Nil

ABSENTEES

Unit 73 – P Prineas

APOLOGIES

NIL

QUORUM FOR THE MEETING

A standard quorum of the owners corporation was not present after 30 minutes. A reduced quorum was present with all motions considered under a reduced quorum. Reduced quorum decisions take effect 28 days after the decision was made, subject to Schedule 3.11 of the Unit Titles (Management) Act 2011. A reduced quorum decision is disallowed if, within 28 days after the decision was made, the owners corporation is given a petition requiring that the decision be disallowed signed by the majority of people entitled to vote on the relevant motion at the time of signing.

ITEMS FOR CONSIDERATION

ITEM 1 – INSURANCE CLAIMS

That the Owners Corporation consider any new or outstanding insurance claims.

There are no known insurance claims that may require lodgement.

Unit 1 – pending claim for an attempted break-in to their garage. The insurer is waiting for additional information from the owner. The Executive Committee will be informed if this when there are further updates.

ITEM 2 - AUDIT

Schedule 2, Part 2.1, Section 2(1) requires an Executive Committee to arrange for the financials of the Owners Corporation to have an Audit complete if there are more than 100 units within the complex, or the levies equate to more than \$250,000.

*N.B. UP15466 is **required** to undertake a financial audit.*

NOTED

ITEM 3 – MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS

That the Owners Corporation consider any new or outstanding maintenance issues and reviews the current maintenance contracts.

Maintenance Items for Discussion:

1. CCTV installation to waste areas – This will be discussed at a later date. The idea behind this project is to identify individuals who are dumping larger items in the waste room and causing a mess which is incurring costs to have cleaned up on a regular basis.
2. Garden rejuvenation – This will be to replace all the plants that have been stolen and died. The Executive Committee have identified the areas and will obtain quotes.
3. Kingsland sign options – This has been put on hold until there is sufficient cash in the bank and all arrears are paid. The owners present discussed that the current sign is prone to damage, and they believe this will be an ongoing issue. They agree that a flatter option, like a laser-cut sign, would be a better choice.

These items were added as action items that will possibly be actioned within the next 12 months and will be actioned with the new Managing Agent.

The current maintenance contractors are:

Maintenance Type	Contractor Details/Term (if applicable)
Cleaning - Waste Rooms	Spray Jet
Electrical Preventative Maintenance	Ad-Hoc when required
Gardening	Beautiful Gardens
Plumbing Preventative Maintenance	Level Plumbing

NOTED

ITEM 4 - BUILDING DEFECTS

That the Owners Corporation consider any unknown common property physical building structural defects.

There are no known common property physical building structural defects. There are unresolved lighting defects.

ITEM 5 – ADEQUACY OF AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

That the Executive Committee review the current authorisations, delegations, and appointments and report back to the next Annual General Meeting on their adequacy or otherwise.

The Executive Committee are satisfied with the current authorisations, delegations and appointments as set out within the Unit Titles (Management) Act 2011, Agency Agreement with LJ Hooker Strata ACT and Building Management agreement with Precision Facilities Management.

NOTED

MOTIONS FOR CONSIDERATION

MINUTES OF THE PREVIOUS GENERAL MEETING

ORDINARY RESOLUTION

MOTION 1: That the minutes of the previous General Meeting held on 30th November 2023 are confirmed as a true and accurate account of the proceedings at the meeting.

CARRIED

INSURANCE

ORDINARY RESOLUTION

MOTION 2:

- a) That the Owners Corporation confirms the current policy information held through CHU Underwriters. Upon renewal of the insurance policy, quotes will be obtained and discussed with the Executive Committee.
- b) That The Owners Corporation agree to obtain an updated Insurance Valuation, and that the Strata Manager arrange for any necessary adjustments in consultation with the Executive Committee.

The current policy information is as follows, the broker is Gallagher Insurance:

Policy No	HU0006124846
Renewal Date	14 April 2025
Building	\$30,000,000
Loss of Rent	\$4,500,000
Catastrophe	Not Selected

Public Liability	\$20,000,000
Fidelity Guarantee	\$100,000.00
Office Bearers	Not Selected
Voluntary Workers	\$200,000; \$2,000 p/w
Govt Audit Costs	\$25,000
Legal Expenses	\$50,000
Machinery Breakdown	Not Selected
Lot Owners Improvement	\$250,000 (per lot)
Flood	Included
Excess	\$5,000

Explanatory Notes: The Managing Agent advises that the Insurance Policy held by the Owners Corporation only covers the building and public liability claims that occur on the common property. The policy does not cover contents items such as, carpet, curtains and light fittings, or liability on lot owner's private property. Owners are encouraged to review their insurance cover regularly to ensure it meets their needs.

CARRIED

MAINTENANCE PLAN

ORDINARY RESOLUTION

MOTION 3: That the Owners Corporation reviews the Maintenance Plan and determine if the schedule requires updating in light of new circumstances.

The owner's corporation has engaged preventative maintenance contracts to ensure compliance with the Maintenance Plan.

CARRIED

FIRE SAFETY REVIEW

ORDINARY RESOLUTION

MOTION 4: That the Owners Corporation undertakes a Fire Safety Review for provision and compliance with the National Construction Code fire safety requirements.

CARRIED

PRESENTATION OF ANNUAL FINANCIAL STATEMENTS

ORDINARY RESOLUTION

MOTION 5: That the financial statements be accepted as presented for the financial year 31 May 2024.

CARRIED

ADMINISTRATIVE FUND BUDGET

ORDINARY RESOLUTION

MOTION 6: That the Corporation determine a levy equal to the proposed Administrative Fund budget of **\$178,300.00 plus GST** for the period 1 June 2024 to 31 May 2025 and to be contributed in accordance with unit entitlements.

Payment is to be made over 4 quarterly periods paid in advance on 31 August 2024, 3 November 2024, 28 February 2025 & 31 May 2025.

Secretarial Note:

The owners present discussed the current arrears and the process for handling them. They agreed that payment plans would only be approved for owners who could prove the necessity of having one in place. These plans would be reviewed by the executive committee, and all arrears must be paid in full before the end of the financial year. The existing arrears process established by the managing agent will be followed. If an owner needs to be escalated to debt collection, this will be done without requiring approval from the executive committee.

CARRIED

ORDINARY RESOLUTION

SINKING FUND PLAN ADOPTION

MOTION 7: That the Owners Corporation agree to adopt the Sinking Fund Plan as prepared by QIA and dated 1st June 2023.

CARRIED

SINKING FUND PLAN AMENDMENT

SPECIAL RESOLUTION

MOTION 8: That in accordance with s86 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to amend its Sinking Fund Plan to reflect expected Sinking Fund Expenditure and to allow expenditure of up to \$6000.00 for the financial year 1/6/24 - 31/5/25.

CARRIED

SINKING FUND BUDGET

ORDINARY RESOLUTION

MOTION 9: That the Corporation determine a levy equal to the proposed Sinking Fund Budget of **\$8,517.00 plus GST** for the period 1 June 2024 to 31 May 2025 and to be contributed in accordance with unit entitlements.

Payment is to be made over 4 quarterly periods paid in advance on 31 August 2024, 3 November 2024, 28 February 2025 & 31 May 2025.

CARRIED

APPOINTMENT OF MANAGING AGENT

ORDINARY RESOLUTION

MOTION 10: That in accordance with the Unit Titles (Management) Act 2011:

- a) That LMM Solutions Pty Ltd ATF The LMM Solutions Trust be appointed as Manager of Units Plan No 15466 for one (1) year
- b) The owners corporation delegate to the Agent all of the functions of:
 - i) the owners corporation (other than those listed in the Act); and
 - ii) its secretary and treasurer necessary to enable the agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement and
 - iii) the delegation to the Agent is to be subject to the condition and limitation in the Management Agreement.

Secretarial Note:

The Committee explained that they decided to change managing agencies because LMM is more

proactive rather than reactive. Gary mentioned that he had previously worked with LMM and found them very good to deal with.

LJH recommended issuing the levies with the new agent to avoid any confusion about where owners should pay their levies while bank accounts close with LJH and open with LMM.

The handover to LMM will occur on August 15th, with the records available for collection.

CARRIED

APPOINTMENT OF EXECUTIVE COMMITTEE

ORDINARY RESOLUTION

MOTION 11: That the Owners Corporation creates between 3 and 7 Executive Committee positions, and those positions be filled by nominated owners.

Lot 49 – M Lovell – Pending acceptance

Lot 51 – J Carroll

Lot 62 – J Emmett

Lot 73 – P Prineas

Lot 89 – G Emmett

Lot 104 – M Kocic

Lot 105 – A Cameron

CARRIED

GENERAL BUSINESS

Parking Management Plan – consideration for alternate rule

LMM will take carriage on this with the Executive committee.

Outstanding Lighting Defect

LJ Hooker will follow this up with the Builder as it has not been rectified.

Financials

The chairperson asked a few questions in relation to the financials for the new financial year. LJH is to look into these and provide an update to the committee following the AGM

The chairperson expressed thanks to the team at LJ Hooker for their assistance over the last two years with the management of the complex and the projects that have been completed during this period.

There was no further business and the meeting closed at 6.12 PM

MINUTES OF EXECUTIVE COMMITTEE MEETING

UP15466 – Kingsland – 60 Kingsland Parade, Casey

Held: Tuesday, 18 February 2025 at 5.30 pm.

Location: Teleconference via Microsoft Teams Meeting.

Present: Ms J Carroll (Unit 51), Ms P Prineas (Unit 73), Mr G Emmett (Unit 89) and
Ms A Cameron (Unit 105).
Ms A Tetley representing LMM Solutions Pty Ltd.

Apologies: Mr J Emmett (Unit 62) and Mr M Kocic (Unit 104).

Chair: Mr Gary Emmett was Chairperson for the meeting.

Quorum: A standard Executive Committee quorum was present.

Items discussed:

1. **Welcome and apologies.**
As noted above.

2. **Parking**
Parking on Common Property
The Executive Committee has acknowledged concerns raised regarding inappropriate parking on Common Property, including but not limited to, blocking access, obstruction to emergency vehicles, and difficulties with safe manoeuvring within the complex. In response to these issues, the Committee is addressing all parking on any part of the Common Property, ensuring fairness and consistency across the entire complex.

Key Parking Rules include:

- Vehicles are not to be parked on any part of Common Property, including driveways, lawns, and garden beds.
- Visitor Parking is for genuine visitors only – residents are not to park in these spaces.
- All vehicles must be stored in either the unit's allocated parking spaces or alternative parking outside of the complex (e.g. on-street parking).

To address the matter, the Executive Committee has:

- a. Authorised the line-marking of *No Parking* zones along several areas of the main driveway and laneways, where parking has been heavily impacted access.

- b. Authorised the installation of three large rocks in grassed areas: two at either end of the laneways (near units 9-10 and units 99-100), and one at the rear of Unit 92.
- c. Rule Infringement Notices will be issued to units that regularly breach parking rules. The fines are as follows: \$110.00 for the first violation and \$165.00 for subsequent violations.
 - i. Due to the frequency of parking-related correspondence, members present agreed to remove the step of issuing a reminder letter and instead issue the Warning Letter, followed by further actions as necessary.

To effectively manage parking, the Executive Committee encourages residents to report concerns directly to the Strata Manager via email, including the unit number and relevant photographs, so that the issue can be appropriately investigated and addressed.

The Manager is also asked to send an email to all Owners and Property Managers, reminding residents of the parking rules. Additionally, signs will be installed on the waste enclosures. The Manager will draft the email and sign for the Committee's review and approval.

Towing

Members present inquired whether vehicles parking on Common Property could be towed. The Manager advised against pursuing this course of action, citing potential liability risks for the Owners Corporation and Executive Committee, such as issues with improper towing procedures, potential vehicle damage, and other related concerns.

The Committee asked whether it would be sufficient for the Owners Corporation to raise the towing procedure as a Motion, with all Owners agreeing to take no responsibility for damages or related issues. While the Manager continued to recommend against this approach, they agreed to review the suggestion further and will return to the Committee with more information.

Short-Term Parking

There are short-stay parking spaces located opposite the waste enclosures, beside Unit 52. The Committee is considering converting this area into Visitor Parking; however, it is unclear whether the original intent for this space was to serve as a turning area for garbage collection.

The Manager will confirm with ACT NoWaste whether the area can be modified for permanent visitor parking and will report back to the Committee for further consideration.

Parking along Units 44-52

A Committee member raised concerns about vehicle fumes reaching the courtyards of units 44 to 52, which are located behind the visitor parking spaces. With vehicles reversing and idling, the fumes are entering through the slits in the gates.

Members present agreed that Owners are welcome to submit an application to the Executive Committee if they wish to alter their gates to fill in the slits. Owners interested in making this change can contact the Manager for an application form.

While it cannot be mandated, the Manager is asked to send a notice to all Owners and Property Managers, encouraging residents to suggest their visitors park nose in and not

reverse into parking spaces to minimise fumes entering the courtyards. The notice should also include a disclaimer advising caution when reversing out to leave.

3. **Draft Alternative Rules**

Members present reviewed the Alternative Rules proforma provided by the Manager, along with the proposed changes submitted by a Committee member prior to the meeting. The proposed amendments were largely accepted by those present, with some minor amendments and additions.

The Manager will revise the draft accordingly and issue it to the Executive Committee for final approval.

4. **General Meeting**

Members present agreed to hold a General Meeting to seek Owners' views regarding awning installations, following an application submitted by Unit 49, and to present the drafted Alternative Rules for all Owners' consideration.

The meeting is temporarily scheduled for:

Date: Thursday, 20 March 2025

Time: 5:30 PM

Location: Teleconference

The Manager will draft the Notice and issue it to the Committee for review and approval.

6. **General business –**

Garages

Members present noted that part of the increase in vehicle numbers could be attributed to owners and/or tenants converting garages into living spaces, which allows for more residents within the development.

While this issue falls outside the scope of the Owners Corporation's authority, residents are able to contact the ACT Planning and Land Authority (ACTPLA) to report their concerns, as they can investigate the matter further.

With no further items, the meeting closed at 7.03 pm.



Strata Management
For the client experience you deserve!

PO Box 884
Gungahlin ACT 2912

P 02 5110 3200
E enquiries@LMMsolutions.com.au

17 April 2025

To all Owners
UP15466 – Kingsland
60 Kingsland Parade
CASEY ACT 2913

Dear Owner

UP15466 - KINGSLAND
Minutes of General Meeting 2025

Further to the recent General Meeting for your development, please find enclosed the Minutes of that meeting.

If you have any queries or require clarification of items contained in the Minutes, please feel free to contact me.

Yours faithfully

Amy Tetley
General Manager | Senior Strata Manager

LMM Solutions Pty Ltd

P 02 5110 3200
E Amy@LMMsolutions.com.au

MINUTES OF GENERAL MEETING 2025

UNITS PLAN 15466 - KINGSLAND

60 KINGSLAND PARADE, CASEY

Held: Tuesday, 8 April 2025 at 5.30 pm.

Location: LMM Solutions Office, Level 1, 26 Thynne Street, Bruce + Via Teleconference.

Present in person: S Jovanovic (Unit 37), Mr Tshering (Unit 47), A Emmett (Unit 69), P Prineas & A Ihegie (Unit 73), P & R Jinna (Unit 81), G Emmett (Unit 89), Owner (Unit 91), M Kocic (Unit 104) and R Corrigan & A Cameron (Unit 105). Miss A Tetley and Mrs L Upton representing LMM Solutions Pty Ltd.

Present online: B Motion (Unit 9), R Abbagouni (Unit 11), N Kwong & J Deeb (Unit 24), D Brosnahan (Unit 33), M Park-Smith (Unit 43), J Carroll (Unit 51), A Bucis (Unit 60), J Emmett (Unit 62), M Cole (Unit 64), P Bateman (Unit 75), R Thlork (Unit 96), and G Nagpal & P Tandon (Unit 97).

Proxies: K Khoder (Unit 78) – on behalf of C Page

Absentees: K Bryant (Unit 10), R Hernandez (Unit 50), M Lamb (Unit 77), K Houm (Unit 80), P Khipal (Unit 88), A Bahgat (Unit 90) and B Hayes (Unit 100).

Apologies: None.

Chair: Mr G Emmett chaired the meeting.
Owners present agreed that the Manager conduct the formalities for the meeting and draft the Minutes for the consideration of the appointed Executive Committee.

Quorum: As a standard quorum was not present, the decisions taken at the Meeting were Reduced Quorum decisions in accordance with Schedule 3.9, Part 3.1, s.3.11 of the Unit Titles (Management) Act 2011.

Meeting Recorded: With the consent of all owners present, the meeting was audio recorded to ensure accurate record keeping.

OVERVIEW OF REQUIRED AGENDA ITEMS

MOTION 1: It was resolved that the Owners Corporation of UP15466 confirm that they have reviewed each of the tabled items (as per Notice). **CARRIED**

YES = 18 NO = 7 ABSTAIN = 0 UNFINANCIAL = 4

AWNING APPLICATION

MOTION 2: That the Owners Corporation of UP15466 approve the application submitted by Unit 49 for the installation of an awning, in accordance with the terms and conditions specified in the submitted application. **FAILED**

YES = 3 NO = 21 ABSTAIN = 1 UNFINANCIAL = 4

Secretarial note: While the Owners present expressed no opposition to the installation of awnings, the specific design, materials, and other details listed in the application were not agreed upon.

To ensure consistency with the aesthetics of the development, the Owners present recommended that the following options be considered at the next AGM for further discussion and agreement:

Material: Steel/aluminium or timber.

Colour: Powder-coated black, aligning with the same scheme as pergolas.

Roof: Slight tilt toward the courtyard in Laserlite Grey or similar.

DEFAULT RULE AMENDMENTS AND ALTERNATIVE RULES- Special Resolutions

MOTION 3: It was resolved that Rule 1.4 of the Default Rules be amended. **CARRIED**

YES = 15 NO = 6 ABSTAIN = 4 UNFINANCIAL = 4

MOTION 4: It was resolved that Owners Corporation make an Alternative Rule 2.0 relating to the execution of documents. **CARRIED**

YES = 16 NO = 4 ABSTAIN = 5 UNFINANCIAL = 4

MOTION 5: It was resolved that the Owners Corporation make an Alternative Rule 3.0 relating to the recovery of legal fees. **CARRIED**

YES = 17 NO = 7 ABSTAIN = 1 UNFINANCIAL = 4

MOTION 6: It was resolved that the Owners Corporation of UP15466 amend the Default Rules of the Unit Titles (Management) Regulation 2011 for adoption and registration with the Land Titles Office and for the cost of registration be paid from the Administrative Fund. **CARRIED**

YES = 17 NO = 6 ABSTAIN = 2 UNFINANCIAL = 4

ALTERNATIVE RULES - Special Resolution

MOTION 7: It was resolved that the Owners Corporation of UP15466 adopt the modifications made to the Default Rules and approve the proposed Alternative Rules for registration with the Land Titles Office. **CARRIED**

YES = 17 NO = 4 ABSTAIN = 4 UNFINANCIAL = 4

Secretarial note (a): An area on Common Property along the side of Unit 52 has been designated as a short-stay parking area. However, this designation is not recorded on any site or development

plans. Following an investigation, it was confirmed by ACT NoWaste that this area must remain vacant and serve as a turning bay for rubbish collection three times per week.

Given the lack of existing parameters, members present at the meeting have agreed to the following rules to be incorporated into the Alternative Rules:

- The area must remain vacant from Monday to Friday between 9.00am and 5.00pm.
- Residents and Visitors are permitted to park in the designated area outside of these hours.

New signage will also be installed to clearly reflect these restrictions.

Secretarial note (b): Members present discussed an amendment to point 60 which read:

Conduit

60. All conduit required for any alterations are to be installed along the rear of the unit (garage side) and is to colour match the exterior paint. No conduit is to be installed/seen on the front facing façade of the unit.

To be amended to read:

60. All conduit required for any alterations must be approved by the Committee prior to the commencement of works.

Secretarial note (c): Those present agreed that disability parking spaces are to be reserved exclusively for disabled visitors, regardless of whether a resident holds a disability pass. Residents have designated parking allocations that should be utilised.

In the event that a resident with a disability parking permit is unable to use their allocated parking, they may submit an application to utilise a disabled parking space under a Special Privilege in accordance with the Unit Titles (Management) Act 2011.

GENERAL BUSINESS

None.

With no further business, the meeting closed at 7.47 pm.

Unit Titles (Management) Act 2011- Form 1
NOTICE OF REDUCED QUORUM DECISIONS

Part A - Details of reduced quorum decisions[†]

A1 - The Owners Units Plan No: 15466

A2 - General Meeting

Date (or dates) of the general meeting at which the reduced quorum decision or decisions were made on: Tuesday, 8 April 2025

Tick the applicable box, or both boxes if applicable:

- ☒ Regularly convened - The general meeting was regularly convened (not following any adjournment under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).
- ☐ Convened after adjournment - The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

A3 - Reduced quorum decisions

If there is insufficient space here, tick ☒ and attach details to the notice
[Full text of reduced quorum decision is noted on the Minutes attached.]

Date of decision: Tuesday, 8 April 2025

A4 - Owners corporation declaration

The information in this notice has been recorded on the following date from details shown in the records of the owner's corporation.

Seal affixed: Tuesday, 8 April 2025

Signed: Amy Tetley

Title: Strata Manager



[†] In this notice, UTMA means the Unit Titles (Management) Act 2011.

NOTICE OF REDUCED QUORUM DECISIONS

Part B - General information

B1 - What is a reduced quorum decision?

- A reduced quorum decision is a decision of a general meeting of the owners corporation made while a quorum (a reduced quorum) smaller than a standard quorum was present.
- A standard quorum is those people entitled to vote (on the motion) in relation to not less than $\frac{1}{2}$ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

There are 2 types of reduced quorum decision, requiring different reduced quorums.

Reduced quorum decisions made at regularly-convened general meetings

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a standard quorum for the motion (see above) is not present a reduced quorum decision may be made if a reduced quorum (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a reduced quorum means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a standard quorum for the motion (see above) nor a reduced quorum (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3). • If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a reduced quorum made up by anyone then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (6) (a), part 3.1, schedule 3).

B2 - When does a reduced quorum decision take effect?

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's date of effect) (UTMA s 3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, schedule 3)

B3 - How may reduced quorum decisions be disallowed?

Reduced quorum decisions may be disallowed by petition (UTMA, s 3.11 (3), part 3.1, schedule 3). The petition must—

- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of effect (see B2 above).

B4 - How may reduced quorum decisions be confirmed?

- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).
- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

B5 - How may reduced quorum decisions be revoked?

- A reduced-quorum decision may be revoked by a general meeting of the owners corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).
-



Alternative Rules

UNITS PLAN 15466 - Kingsland

60 Kingsland Parade, Casey

Residents and their guests are required to read, understand and abide by these Rules.

Introduction

The following Alternative Rules have been established for the mutual benefit of all residents (both owners and tenants) in order to provide convenience, comfort and privacy of the residents of Kingsland. A copy of these Alternative Rules must be provided by owners and/or Property Managers to all residents. At all times, the Unit Titles (Management) Act legislates all matters relating to Strata.

Manager

LMM Solutions Pty Ltd

PO Box 884

GUNGAHLIN ACT 2912

Email:

enquiries@LMMsolutions.com.au

Office:

02 5110 3200

After hours:

0409 989 108

Emergency Contacts

ACT POLICING –

Situation	Details	Contact No.
Emergency	You or someone else is in immediate danger and the offender is still in the vicinity, or there has been a serious accident.	000 (Triple zero) and ask for the Police – remain on the phone until Police arrive.
Crime Stoppers	To report illegal activity or provide information on unsolved crimes anywhere in Australia. You may remain anonymous.	1800 333 000 (toll free)
Police Attendance	You require Police assistance but there is no immediate danger. To report suspicious activity, theft, car accident with no serious injury.	131 444
National Security Hotline	To report suspicious behaviour or terrorist activity.	1800 123 400

AFTER HOURS EMERGENCY CONTACTS –

If you experience **emergency** building maintenance issues out of normal business hours, please see list below of reputable contractors who provide **24/7 availability**.

Service	Types of Issues	Business Name	Contact No.
Plumbing	Toilet backing up, blocked drains, irrigation system leaking	Level Plumbing – please mention that this relates to <u>Strata</u> .	02 6189 2453
Electrician	Unit has no power	Maritex Commercial	0400 664 326
Glass Replacement	Broken window or door	Discount Glass	02 6253 1099
Garage Doors	Door won't operate	ACT Doorland (via Manager)	0409 989 108
Locksmith	Locked out of unit	Night & Day Locksmiths	02 6290 1938
SES	Storm damage	State Emergency Services	132 500

Should residents be unable to contact the above contractors, please contact LMM Solutions on 0409 989 108 – 24/7 availability.



Alternative Rules

UNITS PLAN 15466 - Kingsland

60 Kingsland Parade, Casey

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Alternative Rules

UNITS PLAN 15466 - Kingsland

60 Kingsland Parade, Casey

Alterations and Erections

1. Alterations and additions must not be undertaken without the prior written consent of the Owners Corporation.
2. Alterations include the erection of any structure (such as solar panels, external blinds, screens, pergolas, awnings, satellite dishes or other shade devices), painting or otherwise altering the external façade or appearance of the building, modifications of any air conditioning, heating or ventilation system or associated piping or ducting servicing a unit.
3. All requests for alterations should be forwarded to the Manager for consideration by the Owners Corporation and/or Executive Committee. (In the case of tenants, requests should be submitted to the Property Manager.)
4. Approval is unlikely to be given to any alterations that will impact on the privacy/amenity of another resident or that is not in keeping with the general appearance of the complex.

Animals/Pets

5. In accordance with Schedule 1 of the Unit Titles (Management) Regulation 2011, the Owners Corporation must be advised in writing that an animal is being kept within the unit. Should you require an application form, please contact your Strata Manager.
6. The Owners Corporation/Executive Committee are authorised to make determinations regarding the keeping of animals after all criteria have been met by the applicant (as outlined in the application form).
7. The Owners Corporation/Executive Committee may review any permission that has been given, and approval to keep a pet may be withdrawn if the pet causes a nuisance to another resident or other residents.
8. No animals are permitted on the common property at any time unless being escorted either to or from a unit.
9. Any damage or soiling of any common property is the responsibility of the pet owner.
10. Permission to have a pet is not transferable to a new owner or tenant of a unit or to current residents replacing an approved pet. All pets must be individually approved.
11. The Alternative Rules relating to pets are strictly enforced by the Owners Corporation/Executive Committee.
12. All real estate agents associated with the sale or rental of an apartment are reminded that a condition of residency is that the pet owner must, within 14 days of the day the animal is first kept within the unit, tell the Owners Corporation, in writing, that the animal is being kept within the unit. This requirement must be conveyed to all prospective buyers and tenants.
13. All pets must be kept on a lead when moving around the development.

Appearance

14. Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
15. A sense of community and general tidiness requires that all residents assist in keeping the common area clean and free from litter and damage.



Alternative Rules

UNITS PLAN 15466 - Kingsland

60 Kingsland Parade, Casey

Balconies and Courtyards

16. Balconies are not to be used as a storage area.
17. The draping of rugs, mats, sheets, blankets, clothing, washing, etc. over balcony railings or courtyard walls is not permitted.
18. A clotheshorse (drying rack) is allowed on the balcony but should be removed when not in use.
19. Balconies and courtyard walls MUST NOT be covered with any type of covering (internally or externally) unless approval is granted by the Owners Corporation/Executive Committee.
20. The use of barbeques on balconies is permitted but must not cause an inconvenience to other residents.

Complaints

21. If an infringement of these Rules cannot be resolved personally, the resident may report the infringement in writing to the Manager.
22. Please note that the Owners Corporation can only take action if the complaint is in writing. The complaint should include the identity of the offender, or their unit number, as well as the time, date and nature of the offence.
23. **Verbal and/or anonymous complaints cannot be acted upon.**
24. Incidents that infringe particular laws of the ACT - such as noisy parties or trespassing - should be referred to the ACT Police, especially late at night or where your personal safety is threatened. (*Please see "Emergency Contacts".*)

Conduit - external installation

25. All conduit required for any alterations must be approved by the Committee prior to the commencement of works.

Damage and Vandalism

26. Residents and their visitors must not damage any part of the common property, including garden and lawn areas.
27. If damage does occur to common property, the resident or their visitors are not permitted to fix or rectify the damages themselves.
28. The occupant who has caused damage is liable to reimburse the Owners Corporation for all expenses that it incurs to rectify the damage.

Garbage and Recycling

29. All household rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner, and fastened securely.
30. Residents are encouraged to recycle wherever possible. Large boxes should be collapsed and freed from foam or other contaminated matter before being placed in the recycling bins.
31. Under no circumstances is garbage or recycling to be placed on the floor in front of the garbage hopper, recycling cupboards or on the floor of the garbage area.



Alternative Rules

UNITS PLAN 15466 - Kingsland

60 Kingsland Parade, Casey

32. Household items such as furniture, bedding etc. are not to be placed in either the garbage or recycling hoppers but should be disposed of by residents at appropriate Government collection areas. If it is determined that residents have placed household items/contaminated the waste enclosures, the cost of rectification may be charged.
33. No shopping trolleys are to be left in waste enclosures, on common property areas, or on the surrounding garden/grassed areas at the complex.

ACT Government Recycling and Waste Disposal locations:

All depots open 7 days a week from 7.30 am to 5.00 pm (except Good Friday and Christmas Day)

Where	Address	Services
North - Mitchell	Flemington Road, Mitchell.	✓ Free recycling drop off area for paints, oils, car batteries, metals (including white goods), TVs and computers, fluoro tubes and globes, etc. ✓ Waste transfer station. ✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans. ✓ Re-use facility – items can be dropped off free of charge.
North - Mitchell	Vicars Street, Mitchell.	✓ Canberra Sand & Gravel Depot – Green waste recycling.
North - Mitchell	Baillieu Street, Mitchell.	✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans. Open 24/7.
North - Gungahlin	O'Brien Place, Gungahlin.	✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans. Open 24/7.
North - Mitchell	Morisset Road, Gungahlin.	✓ Gungahlin Landscape Supplies – Green waste recycling.
West - West Belconnen	Parkwood Road, Macgregor	✓ Free recycling drop off area for motor and heater oils + car batteries. ✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans. ✓ Green Waste recycling – drop off garden waste for free.
South – Mugga Lane	Mugga Lane, Symonston	✓ Free recycling drop off area for paints, oils, car batteries, metals (including white goods), TVs and computers, fluoro tubes and globes, etc. ✓ Waste transfer station. ✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans. ✓ Re-use facility – items can be dropped off free of charge. ✓ Green Waste recycling – drop off garden waste for free.

If you are unsure of how to dispose of your items, please refer to **A-Z Waste and Recycling Guide** (alphabetical guide to waste and recycling in the ACT), which can be found at <http://www.tccs.act.gov.au/recycling-and-waste>.

Infringement Notices

34. If instructed by the Executive Committee/Owners Corporation, the Manager may issue a *Rules Infringement Notice* to a resident should there be on-going breach of the Rules and/or Alternative Rules. Outlined below is the process which will be followed:

Step 1 -

- a. Issue correspondence to unit addressing breach and request remedy.
- b. Advise resident of the subsequent process and fees involved should the breach not be remedied (as outlined in the Strata Management Agreement).
- c. If the unit is tenanted, a copy of this communication is to be provided to the unit Owner and/or Property Manager.
- d. Provide a copy of the Rules in full.



Alternative Rules

UNITS PLAN 15466 - Kingsland

60 Kingsland Parade, Casey

- e. Provide reasonable timeframe for the resident to address the breach.

Step 2 –

- a. If contact is not made or if the matter remains unresolved, issue follow up correspondence to unit addressing breach and request remedy.
- b. Advise resident of the subsequent process and fees involved should the breach not be remedied (as outlined in the Strata Management Agreement).
- c. If the unit is tenanted, a copy of this communication is to be provided to the unit Owner and/or Property Manager.

Step 3 -

- a. If contact is still not made or if the resident fails to address the breach in a reasonable timeframe (as notified in the original communication), advice is to be sought from the Executive Committee/Owners Corporation in relation to issuing a *Rules Infringement Notice*.
- b. If majority approval provided, a *Rules Infringement Notice* will be issued to the resident.
- c. If the unit is tenanted, a copy of this communication is to be provided to the unit Owner and/or Property Manager.
- d. A fee will be added to the unit levy (refer Schedule C of the Strata Management Agreement).
- e. Again, provide reasonable timeframe for the resident to address the breach.

Step 4 -

- a. Should the breach still remain unresolved, issue a further *Rules Infringement Notice* to the resident.
- b. If the unit is tenanted, a copy of this communication is to be provided to the unit Owner and/or Property Manager.
- c. A fee will be added to the unit levy (refer Schedule C of the Strata Management Agreement).
- d. Again, provide reasonable timeframe for the resident to address the breach.

If the breach continues to remain unresolved, final advice will be sought from the Executive Committee/Owners Corporation in relation to making application to ACAT (ACT Civil and Administrative Tribunal) on behalf of the Owners Corporation.

Legal Fee Recovery

- 35. If the Owners Corporation incurs legal fees as a result of the conduct of an owner (including for the recovery of a debt owed to the Owners Corporation), the owner shall be liable to pay to the Owners Corporation the amount of the legal fees incurred by the Owners Corporation in undertaking legal action against the owner.

Moving In and Moving Out

- 36. To prevent disturbance to neighbouring residents, where possible, arrange for moving to be undertaken during the hours of 9.00 am and 7.00 pm.
- 37. Residents are encouraged to advise neighbouring properties of moving in/out dates to prevent residents' vehicles from being blocked in garages.



Alternative Rules

UNITS PLAN 15466 - Kingsland

60 Kingsland Parade, Casey

Noise

38. At all times, and specifically between 10.00 pm and 7.00 am, residents must avoid causing noise (eg. motor vehicles, music, television, loud voices, etc.) at a level which may disturb other residents.

Parking and Vehicles

39. Residents should only park their vehicles in their unit's allocated car space DO NOT block or use other residents' car parking space without their consent to do so.
40. Vehicles are NOT to be parked on the concrete access driveway, on landscaped areas, including garden beds and lawn areas; or in any position where they may cause an obstruction to others and emergency vehicles.
41. "Visitors" parking spaces are for the use of resident's visitors only. These spaces must not be used for long term parking and should never be utilised by residents.
42. The disabled visitor carpark is for the use of visitors with a disability parking permit only. The permit must be displayed at all times when in use.
43. The common property area running along the side Unit 52 has been approved by the Owners Corporation
- As a designated short-stay parking area (refer GM Minutes 8 April, 2025).
 - With the area remaining vacant from 9.00 am to 5.00 pm, Monday to Friday to allow for a turnaround space for rubbish collection trucks (as stipulated in the DA Plans).
 - With residents and visitors able to park in this area outside of these prescribed times.
44. Vehicles must observe a 10 kph speed limit within the complex.
45. Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guest's vehicles. In the event that this is not carried out and after advice is provided to the resident, owner and/or Property Manager, the area will be cleaned and the cost may be added to the unit levy.
46. In the interest of safety, children are not permitted to ride bicycles or play games on the common property driveway areas.
47. If it is determined that residents and/or visitors have parked vehicles on garden beds, grassed areas of the complex and cause damage to garden beds, grassed areas or irrigation the cost of rectification may be charged.

Real Estate Signs

48. Real Estate and Leasing "A-frame" signs (sandwich boards) are only permitted outside of the common property area. The sign must not create a hazard to pedestrians and motor vehicles and can only denote the location of properties for sale or lease and only during open inspections.
49. Unit owners are not permitted to display any signs in any visible external windows to their unit or on the common property except with the prior approval of the Owners Corporation/Executive Committee.
50. Rectification of any damage caused as a result of the erection of a real estate sign, will be the responsibility of the unit advertised for sale.
51. Real estate signs are to be removed immediately upon sale or lease of the property and are not to remain erected with the "Sold" or "Leased" stickers affixed.



Alternative Rules

UNITS PLAN 15466 - Kingsland

60 Kingsland Parade, Casey

Smoke Detectors

- 52. In accordance with ACT Legislation, it is the responsibility of the resident (owner or tenant) to ensure smoke detectors are installed and maintained within the unit.
- 53. If smoke from an apartment sets off the fire alarm, costs associated with Fire and Rescue attendance will be passed on to the unit owner. (For example – a smoke detector activated due to burning food requiring ACT Fire & Rescue attendance.)

Smoking

- 54. Smoking is not permitted in any of the common areas.
- 55. An occupant must not throw cigarette butts or ash over the balconies or discard them on any part of the common property.
- 56. It is preferred that residents do not smoke in their courtyard or on their balcony. However, if you choose to smoke please ensure that the smoke drift does not intrude on the peaceful enjoyment of neighbouring units.

Storage

- 57. For safety and appearance, resident MUST NOT store any items in common property areas.

Visitors and Guests

- 58. Residents are responsible for their visitors and guests at all times within the development.
- 59. Please ensure that visitors and guests are aware of and abide by the Rules of the Owners Corporation.

Window Coverings

- 60. Residents are not permitted to display any signs, flags, advertising material in any external window of their unit without prior written approval of the Owners Corporation.
- 61. Residents are not permitted to cover unit windows with foil or other forms of coverings without prior written approval of the Owners Corporation.

General Information

- 62. The Owners Corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas.
- 63. Residents are responsible for any damage by their guests and visitors.
- 64. Residents are responsible for any annoyance caused by them to other residents.
- 65. Fire equipment such as extinguishers and hoses must not be used except in case of an emergency. This is a requirement under law. Corporate and personal fines will be issued by the Fire Brigade for non-compliance (ACTFB Policy May 2003).
- 66. No shopping trolleys are to be left in waste enclosures, on common property areas, or on the surrounding garden/grassed areas at the complex.



Alternative Rules

UNITS PLAN 15466 - Kingsland

60 Kingsland Parade, Casey

67. Residents shall co-operate with the gardener employed to maintain the common area and any other tradesperson employed by the Owners Corporation whilst in the performance of their duties.
68. Residents and their guests shall not walk across garden beds and shall not use lawns as a thoroughfare.
69. Letterboxes must be emptied of all junk mail on a regular basis. It is the owner's responsibility to ensure that unoccupied units have their mailboxes emptied.
70. "NO JUNK MAIL" stickers permitted to be installed on individual mailboxes.
71. Graffiti of any description is not permitted on any area of the complex. Any graffiti should be documented and a report lodged with the Manager immediately.
72. Festive lights are permitted to be installed with the following conditions being adhered to:
 - Lights must not be permanently affixed in any way.
 - Flashing lights are not permitted between the hours of 11.00pm and 6.00am.
73. Under no circumstances are sandwich boards or other advertising material permitted on the common property, with the exception of real estate signs denoting the location of properties for sale or lease within.

Attachments

Attachment - Default Rules (as amended)

Default Rules

UNITS PLAN 15466 - Kingsland

60 Kingsland Parade, Casey

Schedule 1 – Unit Titles (Management) Regulation 2011

Note – the owners corporation may only amend default rule 1.4, 1.5 and 1.6 (UTMA Reg., S.7B (1)(a)) and may make alternative rules under s.108 of the UTMA, by special resolution.

1.1 Definitions—Default Rules

- (1) In these Rules:

Owner, occupier or user, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.

- (2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

1.2 Payment of rates and taxes by unit Owners

A unit owner must pay all rates, taxes and any other amount payable for the unit.

1.3 Repairs and maintenance

- (1) A unit owner must ensure that the unit is in a state of good repair.
- (2) A unit owner must carry out any work in relation to the unit, and do anything else in relation to the unit, that is required by a territory law.

1.4 Erections and alterations - amended

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
- (a) in accordance with the express permission of the Executive Committee; and
 - (b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- (2) Permission may be given subject to conditions.
- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations
- financial considerations
- equity of access to common property, easements, facilities or utility services

Example—permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

- (1) A unit owner or occupier (the *pet owner*) may keep an animal, or permit an animal to be kept, within the unit if—
- (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and

Default Rules

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60 Kingsland Parade, Casey

- (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
 - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
 - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

1.6 Assistance animals

The owners corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

1.7 Use of common property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.

1.8 Hazardous use of unit

A unit owner must not use the unit, or permit it to be used, so as to cause a hazard to an owner, occupier or user of another unit.

1.9 Use of unit—nuisance or annoyance

- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

1.10 Noise

- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

1.11 Illegal use of unit

A unit owner must not use the unit, or permit it to be used, to contravene a law in force in the ACT.

Default Rules

UNITS PLAN 15466 - Kingsland

60 Kingsland Parade, Casey

1.12 What may an Executive Committee representative do?

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
 - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
 - (b) carry out any maintenance required under the Act or these rules;
 - (c) do anything else the Owners Corporation is required to do under the Act or these rules.
- (2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).
- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
 - (a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of his or her intention to do the thing; or
 - (b) in an emergency, it is essential that it be done without notice.
- (4) The executive committee may give a written authority to a person to represent the corporation under this rule.

executive committee representative means a person authorised, in writing, by the executive committee under rule 1.12(4).

2.0 Execution of documents by owners corporations (refer UTMA, 9A) – *added and amended*

- (1) An owners corporation must execute a document in one of the following ways:
 - (a) if the owners corporation has a common seal – by attaching the seal to the document:
 - (i) as authorised by a resolution of the owners corporation; and
 - (ii) with two (2) executive members witnessing the attaching and signing the document as witnesses;
 - (b) without using a common seal:
 - (i) by two (2) executive members, as authorised by a resolution of the owners corporation, signing the document; or
 - (ii) if a manager for the owners corporation is delegated this function – by the manager, as authorised by a resolution of the owners corporation, signing the document.
- (2) The manager may affix the common seal of the owners corporation to:
 - (a) reduced quorum meeting notices;
 - (b) rules registration documents;

Default Rules

UNITS PLAN 15466 - Kingsland

60 Kingsland Parade, Casey

- (c) *Notice of Change of Address for Service of Documents for a Body Corporate* at the Land Titles Office; and
- (d) certifications under section 119 of the Act;
- (e) any other document requiring the common seal with the written authorisation of the executive committee;

without following procedure outlined in Alternative Rule 2 (1)(a).

- (3) The manager may sign on behalf of the owners corporation with the written authorisation of the executive committee without following procedure outlined in Alternative Rule 2(1)(b).

3.0 Recovery of Legal Fees - added

- (1) If an owners corporation incurs legal fees or other costs in any legal or administrative action against a unit owner, the unit owner shall, unless a court order directs otherwise, be liable to pay the owners corporation the amount of the legal fees or other costs incurred by the owners corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit owner agrees that any monies which are payable pursuant to *Rule 3.0 (1)* shall be a debt enforceable by the owners corporation against the unit owner.
- (3) The legal fees and other costs payable in accordance with *Rule 3.0 (1)* shall only be such legal fees and costs which can be evidenced by written invoice as payable by the owners corporation. For the avoidance of doubt, any legal fees or other costs incurred by the owners corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with *Rule 3.0 (1)*.
- (4) The owners corporation shall not commence any action against any unit owner other than to recover outstanding levies, without a majority vote from a general meeting.

4.0 Alternative Rules - added

As attached.



Strata Management
For the client experience you deserve!

PO Box 884
Gungahlin ACT 2912

P 02 5110 3200
E enquiries@LMMsolutions.com.au

16 July 2025

To all Owners
UP15466 – Kingsland
60 Kingsland Parade
CASEY ACT 2913

Dear Owner

UP15466 - KINGSLAND
Minutes of Annual General Meeting 2025

Further to the recent Annual General Meeting for your development, please find enclosed the Minutes of that meeting.

If you have any queries or require clarification of items contained in the Minutes, please feel free to contact me.

Yours faithfully

Amy Tetley
General Manager | Senior Strata Manager

LMM Solutions Pty Ltd

P 02 5110 3200
E Amy@LMMsolutions.com.au

MINUTES OF ANNUAL GENERAL MEETING 2025

UNITS PLAN 15466 - KINGSLAND

60 KINGSLAND PARADE, CASEY

Held: Thursday, 10 July 2025 at 5.30pm.

Location: LMM Solutions Office - Level 1/26 Thynne Street, Bruce
AND via Teleconference.

Present in person: H Westwood (Unit 71).
Ms A Tetley representing LMM Solutions Pty Ltd.

Present online: M Park-Smith (Unit 43), Mr Tshering (Unit 47), R Hernandez (Unit 50),
Mr J Emmett (Unit 62), Mr G Emmett (Unit 89), Owner (Unit 91),
P Tandon (Unit 97), and R Corrigan & A Camerson (Unit 105).
Ms A Tetley representing LMM Solutions Pty Ltd.

Proxies: None.

Absentees: None.

Apologies: None.

Chair: Mr G Emmett was elected chairperson for the meeting.
Owners present agreed that the Manager conduct the formalities for the meeting
and draft the Minutes for the consideration of the appointed Executive
Committee.

Quorum: As a standard quorum was not present, the decisions taken at the Meeting were
Reduced Quorum decisions in accordance with Schedule 3.9, Part 3.1, s.3.11 of
the Unit Titles (Management) Act 2011.

OVERVIEW OF REQUIRED AGENDA ITEMS

MOTION 1: It was resolved that the Owners Corporation of UP15466 confirm that they have
reviewed each of the tabled items (as per Notice). **CARRIED**

MINUTES

MOTION 2: It was resolved that the Minutes of the previous Annual General Meeting be
confirmed as a true and accurate record of the proceedings of the meeting. **CARRIED**

MOTION 3: It was resolved that the Minutes of the previous General Meeting (dated 08 April
2025) be confirmed as a true and accurate record of the proceedings of the
meetings. **CARRIED**

Matters arising from Minutes

- GM 2025 – Correction of attendee name D Brosnahan rather than D Brosnaham.

ALTERNATIVE VOTING MECHANISM

MOTION 4: It was resolved that the Owners Corporation of UP15466 agree to accept that meetings can be held via electronic means, including phone and teleconference, and by postal vote and that votes by an entitled person are recorded as valid.

CARRIED

INSURANCE

Those present agreed that the current cover appeared adequate at this time.

MOTION 5: It was resolved that the Owners Corporation of UP15466 authorise the Manager to adjust the building insurance in consultation with the Executive Committee.

CARRIED

ACCEPTANCE OF FINANCIAL STATEMENTS

MOTION 6: It was resolved that the Owners Corporation of UP15466 accept the financial statements as presented.

CARRIED

AUDITING OF FINANCIAL RECORDS

MOTION 7: It was resolved that the Owners Corporation of UP15466 delegate the acceptance of the independent Auditor's Report of last year's financials to the Executive Committee with a copy of the report being distributed to all Owners within this financial year.

CARRIED

INVESTMENT OF FUNDS - Special Resolution

MOTION 8: It was resolved that the Executive Committee be authorised to make determinations concerning the investment of surplus funds into appropriate interest-bearing accounts.

CARRIED

SINKING FUND PLAN

MOTION 9: It was resolved that the Owners Corporation of UP15466 agree to obtain an updated Sinking Fund Forecast Plan.

CARRIED

Secretarial Note – those present agreed to engage QIA for the updated report.

MAINTENANCE PLAN/SCHEDULE

MOTION 10: It was resolved that the Owners Corporation of UP15466 obtain a Maintenance Plan and authorise the Executive Committee to make determinations in relation to the matters and contracts as specified.

CARRIED

Matters arising from the Maintenance Plan and building condition.

None.

LIGHT BOLLARD REPLACEMENT - Special Resolution

MOTION 11: It was resolved that the Owners Corporation of UP15466 retrospectively approves the replacement of failing bollard lights for \$13,299.00, in accordance with the attached quote from Maritex Commercial, be paid from the Sinking Fund.

CARRIED

MOTION 12: It was resolved that the Owners Corporation of UP15466 agrees to transfer \$12,090.90 (excl. GST) of surplus Administrative Funds to the Sinking Fund, for the replacement of failing bollard lights.

CARRIED

BUDGET DEBATE

Administrative Fund

MOTION 13: It was resolved that the proposed Administrative Fund contribution of \$180,272.73 (excl. GST) and expenditure amount of \$192,363.64 (excl. GST) be adopted.

CARRIED

Sinking Fund

MOTION 14: It was resolved that the proposed Sinking Fund contribution of \$8,394.55 (excl. GST) and expenditure amount of \$18,740.91 (excl. GST) be adopted.

CARRIED

Administrative and Sinking Fund Levy Contribution

MOTION 15: It was resolved that the Owners Corporation determine a levy equal to the approved budget for the twelve-month period, commencing 1 June 2025, and to be contributed in accordance with the unit entitlements with the instalment due dates to be:

	Payment periods		Payment due dates
	FROM	TO	
Levy 1	1 June 2025	31 August 2025	1 September 2025
Levy 2	1 September 2025	30 November 2025	1 November 2025
Levy 3	1 December 2025	28 February 2026	1 February 2026
Levy 4	1 March 2026	31 May 2026	1 May 2026

CARRIED

Important information: Owners are reminded that the approved budget motions and above levy due dates support the notice of contributions as legislated. The obligation of payment to your Owners Corporation falls to each Owner to know when their levies are due, and to pay on time to avoid interest and late fees.

STRATA MANAGEMENT AGENCY AGREEMENT

MOTION 16: It was resolved that the Owners Corporation enter into the following arrangements:

- That LMM Solutions Pty Ltd ATF The LMM Solutions Trust be appointed as Manager, for a period of three (3) years;
- The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act);

- c. The Owners Corporation execute a written agreement to give effect to this appointment and delegation;
 - d. The delegation is subject to the conditions and limitations set out in the Agreement;
 - e. Authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting; and
 - f. Empower two members of the Executive Committee as authorised signatories on behalf of the Owners Corporation to sign the Management Agreement with LMM Solutions Pty Ltd.
- CARRIED**

Secretarial Note - the Management Agreement will be signed by two Committee members present and by LMM Solutions as Managers. A copy of the signed Agreement will be uploaded to the Owners Portal and a copy will also be emailed to the Executive Committee for their records.

ELECTION OF COMMITTEE

MOTION 17: It was resolved that the Owners Corporation of UP15466 nominates for 3 to 7 positions to form the Executive Committee until the next Annual General Meeting and confirms the election of the legislated positions.

CARRIED

The following owners were elected to stand as Executive Committee Members until the next Annual General Meeting (a short meeting was convened at the conclusion of the AGM and the Executive Committee positions were appointed):

Chair -	Mr G Emmett	Member -	A Cameron
Secretary -	M Park-Smith		
Treasurer -	P Tandon		

ALTERNATIVE RULES - Special Resolution

MOTION 18: It was resolved that Rule 34 of the Alternative Rules be amended.

CARRIED

MOTION 19: It was resolved that the Owners Corporation of UP15466 adopt the modifications made to the Alternative Rules for registration with the Land Titles Office.

CARRIED

GENERAL BUSINESS

No matters of General Business were raised on this occasion.

With no further business, the meeting closed at 5.59 pm.

Unit Titles (Management) Act 2011- Form 1
NOTICE OF REDUCED QUORUM DECISIONS

Part A - Details of reduced quorum decisions[†]

A1 - The Owners Units Plan No: 15466

A2 - General Meeting

Date (or dates) of the general meeting at which the reduced quorum decision or decisions were made on: Thursday, 10 July 2025

Tick the applicable box, or both boxes if applicable:

- ☒ Regularly convened - The general meeting was regularly convened (not following any adjournment under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).
- ☐ Convened after adjournment - The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

A3 - Reduced quorum decisions

If there is insufficient space here, tick ☒ and attach details to the notice
[Full text of reduced quorum decision is noted on the Minutes attached.]

Date of decision: Thursday, 10 July 2025

A4 - Owners corporation declaration

The information in this notice has been recorded on the following date from details shown in the records of the owner's corporation.

Seal affixed: Wednesday, 16 July 2025

Signed: Amy Tetley

Title: Strata Manager



[†] In this notice, UTMA means the Unit Titles (Management) Act 2011.

NOTICE OF REDUCED QUORUM DECISIONS

Part B - General information

B1 - What is a reduced quorum decision?

- A reduced quorum decision is a decision of a general meeting of the owners corporation made while a quorum (a reduced quorum) smaller than a standard quorum was present.
- A standard quorum is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

There are 2 types of reduced quorum decision, requiring different reduced quorums.

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a standard quorum for the motion (see above) is not present a reduced quorum decision may be made if a reduced quorum (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a reduced quorum means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a standard quorum for the motion (see above) nor a reduced quorum (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3). • If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a reduced quorum made up by anyone then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (6) (a), part 3.1, schedule 3).

B2 - When does a reduced quorum decision take effect?

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's date of effect) (UTMA s 3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, schedule 3)

B3 - How may reduced quorum decisions be disallowed?

Reduced quorum decisions may be disallowed by petition (UTMA, s 3.11 (3), part 3.1, schedule 3). The petition must—

- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of effect (see B2 above).

B4 - How may reduced quorum decisions be confirmed?

- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).
- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

B5 - How may reduced quorum decisions be revoked?

- A reduced-quorum decision may be revoked by a general meeting of the owners corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).



**MINUTES OF THE GENERAL MEETING
OF THE OWNERS OF 15466
Kingsland
60 Kingsland Parade, CASEY, ACT, 2913**

VENUE: Microsoft Teams

DATE: 23rd February 2026

TIME: 05:30 PM (Canberra time)

PRESENT:

Lot Number	Attendee
10	Owner - K Bryant
29	Owner - L Dwyer & N Scrivener
50	Owner - R Hernandez
51	Owner - J Carroll
68	Owner - A Reid & S Day
71	Owner - H Westwood
91	Owner - Lot 91
93	Owner - Mr G Sowiak & Mrs K Sowiak
98	Owner - C West & A McNeil
100	Owner - Mr B Hayes
102	Owner - Mr D Meleng
105	Owner - R Corrigan & A Cameron

APOLOGIES:

Nil

PROXIES:

Nil

ADDITIONAL ATTENDEES:

Name	Description
S Minson	Vantage Strata
D Leskovec	Vantage Strata
N Mahfoodz	Vantage Strata

QUORUM: A quorum was not present. However, the meeting proceeded with a Reduced Quorum (Schedule 3, Section 3.9 of the Unit Titles (Management) Act 2011) at 6.00PM.

SECRETARIAL NOTE:

Owners are advised that under the Schedule 3.11 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.

1. CHAIRPERSON, PROXIES AND APOLOGIES

Ordinary resolution

*It was **resolved** that J Carroll (Lot 51) be appointed as the chairperson of the meeting with S Minson facilitating the meeting.*

No proxies were accepted. The following absentee votes were accepted:

Absentee Votes:

1. **G Hinterschaster (Lot 19)** – In favour of all motions, except Motion 6.2 and Motion 7.
2. **M Park-Smith (Lot 43)** – In favour of all motions, except Motion 6.1 and Motion 7.
3. **P Jinna (Lot 81)** – In favour of all motions, except Motion 6.2.
4. **J Sheather (Lot 84)** – In favour of Motions 1, 2 and 5; abstained from Motions 6.1 and 6.2; opposed Motion 7.

MOTION CARRIED

2. ADOPTION OF MINUTES

Ordinary resolution

*It was **resolved** that the minutes of the previous General Meeting be confirmed.*

MOTION CARRIED

3. INSURANCE CLAIMS (New or Outstanding)

No insurance claims were recorded.

4. MAINTENANCE ISSUES

The following maintenance issues were discussed:

1. Replacement and repair of bollard lights (including irrigation damage caused during installation). D Leskovec shared that follow-up is ongoing with contractor.
2. Wobbly bollard near rear steps. D Leskovec shared that the work order is already issued.
3. Paint spill on driveway. It was resolved that this matter is to be investigated, including potential recovery of costs from responsible lot owner.
4. Bin room doors (warping due to weather). It was resolved that replacement options are to be reconsidered.
5. General discussion regarding parking management and visitor spaces. It was suggested for future formal consideration.

5. STRATA MANAGEMENT AGENCY AGREEMENT

Ordinary resolution

*It was **resolved** that the Owners Corporation authorise the Executive Committee to enter into a written management agreement, on expiry or mutual termination of the current agreement, appointing Vantage Strata as follows:*

- *That Vantage Strata be appointed as Manager, for a period of 3 years.*
- *Vantage Strata to assume all functions of the Owners Corporation other than any functions prohibited by the Unit Titles (Management) Act.*
- *Vantage Strata and the Owners Corporation to operate under the terms and conditions specified in the aforementioned Management Agreement.*

Note - the proposed Management Agreement can be located on the Vantage Command Center portal.

MOTION CARRIED

6. EMBEDDED NETWORK PROVIDER

Ordinary resolution

That the Owners Corporation elects a contractor for the management of the embedded electricity network as per the attached quotes provided from the below options.

MOTION FAILED

Secretarial note:

Motion withdrawn and the matter to be reviewed further by the Committee with expert advice before reconsideration at a future meeting.

7. APPROVAL FOR INSTALLATION OF EXTERNAL SIGNS (Unit 88/60)

Special resolution

That the Owners Corporation resolve to ratify the installation of external signs for Units 88 of 60 on common property.

MOTION FAILED

It was resolved that personal signage is not permitted on common property.

Vantage Strata will:

- Advise Lot 88 of the meeting decision.
- Confirm the decision relates to common property governance, not content.
- Update ACAT accordingly and seek resolution of proceedings.

8. GENERAL BUSINESS

No formal general business submissions were received prior to the meeting.

Items raised informally included:

- Visitor parking designation: It was noted that this suggestion can be reviewed at a future meeting.
- Front door replacement: It was resolved that an alteration application required noting external appearance must remain uniform.
- Reports of unauthorised placement of stickers on vehicles: The meeting discussed that an unauthorised sticker was placed on a car windscreen. Vantage to send a notice out to all residents advising this behaviour should not be undertaken. All Residents and owners are reminded that causing damage or vandalism to a vehicle is prohibited and the matter may be referred to police by the vehicle's owner.

9. MEETING CLOSURE

There being no further business, meeting is closed at 6.40PM

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions[†]

A1 The Owners—Units Plan No 15466

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 23 February 2026

Tick applicable box, or both boxes if applicable:

☒ **Regularly convened**

The general meeting was
regularly convened (not
following any adjournment
under UTMA s 3.9(3) or
(6)(a), part 3.1, schedule 3).

☐ **Convened after
adjournment**

The general meeting was convened
following an adjournment or
adjournments (under UTMA
s 3.9(3) or (6)(a), part 3.1,
schedule 3).

A3 Reduced quorum decisions

[If there is insufficient space here, tick ☐ and attach details to the notice]

Date of decision	Full text of reduced quorum decision
23 February 2026	See attached minutes

A4 Owners corporation declaration

The information in this notice has been recorded on the following date from details
shown in the records of the owners corporation



.....
[Affix owners corporation seal in accordance with the corporation articles]

[†] In this notice, **UTMA** means the *Unit Titles (Management) Act 2011*.

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 *What is a reduced quorum decision?*

- A **reduced quorum decision** is a decision of a general meeting of the owners corporation made while a quorum (a **reduced quorum**) smaller than a **standard quorum** was present.
- A **standard quorum** is those people entitled to vote (on the motion) in relation to not less than $\frac{1}{2}$ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

There are 2 types of **reduced quorum decision**, requiring different reduced quorums.

Reduced quorum decisions made at regularly-convened general meetings

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a **standard quorum** for the motion (see above) is not present a reduced quorum decision may be made if a **reduced quorum** (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a **reduced quorum** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a **standard quorum** for the motion (see above) nor a **reduced quorum** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a **reduced quorum** made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also **reduced quorum decisions** (UTA s 3.9 (6) (a), part 3.1, schedule 3).

B2 *When does a reduced quorum decision take effect?*

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's *date of effect*) (UTMA s 3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, schedule 3)

B3 *How may reduced quorum decisions be disallowed?*

Reduced quorum decisions may be disallowed by petition (UTMA, s 3.11 (3), part 3.1, schedule 3). The petition must—

- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of effect (see B2 above).

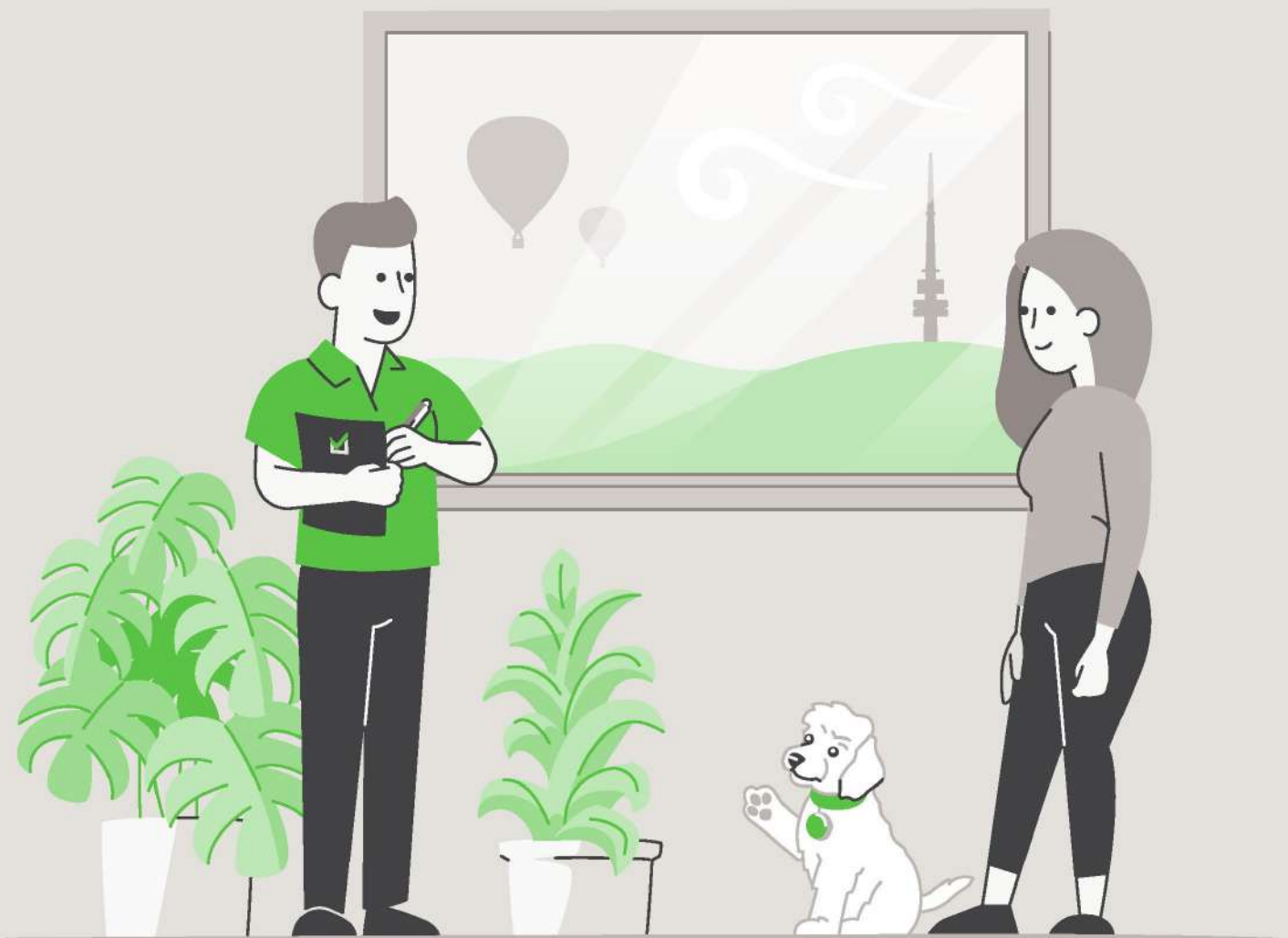
B4 *How may reduced quorum decisions be confirmed?*

- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).
- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

B5 *How may reduced quorum decisions be revoked?*

- A reduced-quorum decision may be revoked by a general meeting of the owners corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).

Report



LIMITED LIABILITY TO A PURCHASER WITHIN THE AUSTRALIAN CAPITAL TERRITORY

This Report is made solely for the use and benefit of the Client. The Consultant is not liable for any reliance placed on this report by any third party. However, within the ACT only and in accordance with the Civil Law (Sale of Residential Property) Act 2003 and the Civil Law (Sale of Residential Property) Regulations 2004, a copy of the report must be attached to the Contract for Sale and may in certain circumstances be relied upon by the Purchaser of residential property.

The circumstances in which a Purchaser of residential property within the ACT may rely on this report in respect of the state of the property at the time of the inspection are as follows:

- (a)** The inspection was carried out no earlier than three months before the day the property was first advertised or offered for sale or listed by an agent; and
- (b)** The date on which the contract was entered into was not more than 180 days after the date of the inspection.
- (c)** The report is provided to the Purchaser prior to or at the time the Contract for Sale is entered into between the Purchaser and vendor.
- (d)** The service requested is the Standard Inspection Report.

Building Report



CONCLUSION AND SUMMARY

The purpose of the Inspection is to identify the major defects and safety hazards associated with the property at the time of the Inspection. The Inspection and reporting are limited to a visual assessment of the Building Members in accord with Appendix C AS4349.1-2007.

The overall condition of this building has been compared to similar constructed buildings of approximately the same age where those buildings have had a maintenance program implemented to ensure that the building members are still fit for purpose.

The incidence of Major Defects in this Residential Building as compared with similar Buildings is considered: **Low**

The incidence of Minor Defects in this Residential Building as compared with similar Buildings is considered: **Low**

The overall condition of this Residential Dwelling in the context of its age, type and general expectations of similar properties is: **Average**

Please Note: This is a general appraisal only and cannot be relied upon on its own – read the Report in its entirety.

This Summary is supplied to allow a quick and superficial overview of the Inspection results. This Summary is NOT the Report and cannot be relied upon on its own. This Summary must be read in conjunction with the full Report and not in isolation from the Report. If there should happen to be any discrepancy between anything in the Report and anything in this Summary, the information in the Report shall override that in this Summary.

PROPERTY STATISTICS

Building Report	Average
Compliance Report	No unapproved structures
Pest Inspection	No active subterranean termites (live specimen) were found
Energy Efficiency Rating	6.0 Stars
Inspection Date	Thursday, March 19 th 2026
Name of Assessor	Ben Meale
Reference Number	68874
Address of Property Inspected	9/148 Overall Ave, Casey ACT 2913
Client	Motion
Unit, Block and Section	Unit 9 Block 11 Section 132 CASEY
Year original residence COU was issued	2022
House size (approximately)	Upper Level: 47.00m ² Lower Level: 42.00m ² Lower Level (back): 24.00m ² Total: 113.00m ² Garage: 46.00m ²
Weather conditions at time of Inspection	Rain
Occupancy Status	Occupied

*The table above is to be used as a quick reference. Please read the full Report before reaching your conclusion regarding the condition of the Property.

Whilst every care has been taken to ensure the accuracy of the property house and block size, we accept no responsibility for any inaccuracies as supplying this information exceeds a standard building inspection under AS4349.1-2007.

PROPERTY CONSTRUCTION DETAILS

Flooring	Waffle pod concrete slab to ground level. Timber floor framing to upper floor level
External walls	Brick veneer to the ground floor and metal cladding to the upper floor area(s)
Roof framing	Timber: Truss roof framing
Roof cladding	Metal decking roof cladding
Glazing	Double glazed windows
Cooktop	Gas cooktop
Oven	Electric oven
Dishwasher	Fisher and Paykel

*Whilst every care has been taken to ensure the accuracy of the property construction details, we accept no responsibility for any inaccuracies of construction details or testing of appliances.

GENERAL ACCESS LIMITATIONS

Internal	At the time of inspection, the building was furnished. This allows for a limited inspection in areas not restricted by furnishings, stored goods, floor mats, etc.
External	The inspection of the exterior was restricted to the immediate exterior of the unit
Roof void	NOTE. Inspection around the eaves was restricted due to low pitch and clearance to allow bodily access in this area. This allows only for a limited visual inspection from a distance to be carried out. Other restrictions found in the roof void: Insulation on top of ceiling restricting visual inspection of the ceiling framing Ducting flex throughout the roof space restricting access in areas
On-top of roof	The inspection was restricted to visually looking from a 3.6m ladder lent against the gutter in several areas around the building. No access was gained onto the upper-level roof due to the height of the roof
Garage	The inspection of the garage was very restricted due to several stored goods being kept in the area at the time of inspection

*Where access is noted as limited or restricted, it is recommended that access be gained to these areas as these areas may contain concealed defects.

DEFINITIONS

Good	The item is in the Inspector's opinion of an acceptable standard with no defects visible. Superficial defects will not be commented on
Fair	The item in the Inspector's opinion has some minor defects and requires minimal maintenance or repair
Poor	The item in the Inspector's opinion needs significant repair or replacement

LIVING/DINING ROOM

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good

KITCHEN

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Kitchen cupboards	Good
Bench top	Good
Splashback	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

HALLWAY

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Linen cupboard	Good

STAIRWELL

Ceiling	Good
Walls	Good
Floor coverings	Good
Handrail	Good

BEDROOM 1

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good

BEDROOM 2

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good

BEDROOM 3

Ceiling	Good
Walls	Minor cracking was noted around the door. This is caused through normal building movement and is not considered to be excessive cracking
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good

ENSUITE

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Shower screen	Good
Water leakage in shower area?	There was no water leakage detected
Floor and wall tiles in shower area	Good
Vanity/Basin	Good
Taps	Good
Toilet suite	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

BATHROOM - ADJACENT BEDROOM 2

Ceiling	Good
Walls	Good
Door and door hardware	The striker plate on the door jamb needs adjustment to allow the door to latch
Floor coverings	Good
Shower screen	The shower screen door is slightly binding. Recommend adjustment for ease of operation
Water leakage in shower area?	There was no water leakage detected
Floor and wall tiles in shower area	Good
Vanity/Basin	Good
Taps	Good
Toilet suite	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

BATHROOM - ADJACENT BEDROOM 3

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Shower screen	Good
Water leakage in shower area?	There was no water leakage detected
Floor and wall tiles in shower area	Good
Vanity/Basin	Minor chip noted to the vanity top/basin. The vanity is still in functional condition. Repairs are not required
Taps	Good
Toilet suite	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

LAUNDRY

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Laundry tub	Good
Splashback	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

ROOF CAVITY

Construction	Good
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EXTERIOR

Driveway and paths	Good. Some minor cracking of the concrete was noted. The cracking found is considered normal
Roof covering	Good
Roof flashings	Good
Eaves	Good
Fascia	Good
Gutters	Good. The gutters appear to be in functional condition
External walls	Good. No major cracking noted
Windows	Good
Fences	Good
Gate	Good
Front courtyard	Good
Rear courtyard	Good
Balcony	Good
Site drainage	The site generally drains away from the perimeter of the building

GARAGE

Slab	Good. Some minor cracking of the concrete was noted. The cracking found is considered normal
Ceiling	Good
Walls	Good. No major cracking noted
Garage door	Good
Access door	Good

DEFINITIONS

Above Average: The overall condition is above that consistent with dwellings of approximately the same age and construction. Most items and areas are well maintained and show a reasonable standard of workmanship when compared with buildings of similar age and construction.

Average: The overall condition is consistent with dwellings of approximately the same age and construction. There will be areas or items requiring some repair or maintenance.

Below Average: The Building and its parts show some significant defects and/or very poor non- tradesman like workmanship and/or long-term neglect and/or defects requiring major repairs or reconstruction of major building elements.

Client: The person or persons, for whom the Inspection Report was carried out or their Principal (i.e., the person or persons for whom the report is being obtained).

Building Consultant: A person, business or company who is qualified and experienced to undertake a pre-purchase inspection in accordance with Australian Standard AS 4349.1-2007 'Inspection of Buildings. Part 1: Pre-Purchase Inspections – Residential Buildings'. The consultant must also meet any Government licensing requirement, where applicable.

Building & Site: The inspection of the nominated residence together with relevant features including any car accommodation, detached laundry, ablution facilities and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth, embankments, surface water drainage and storm water run-off within 30 m of the building, but within the property boundaries. In the case of strata and company title properties, the inspection is limited to the interior and immediate exterior of the nominated residence and does not include inspection of common property.

Readily Accessible Areas: Areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels or accessible from a 3.6 metre ladder, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. Or where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length.

Structure: The loadbearing part of the building, comprising the Primary Elements.

Primary Elements: Those parts of the building providing the basic loadbearing capacity to the Structure, such as foundations, footings, floor framing, loadbearing walls, beams, or columns. The term 'Primary Elements' also includes other structural building elements including those that provide a level of personal protection such as handrails; floor-to-floor access such as stairways; and the structural flooring of the building such as floorboards.

Secondary Elements: Those parts of the building not providing loadbearing capacity to the Structure, or those non-essential elements which, in the main, perform a completion role around openings in Primary Elements and the building in general such as non-loadbearing walls, partitions, wall linings, ceilings, chimneys, flashings, windows, glazing or doors.

Finishing Elements: The fixtures, fittings and finishes applied or affixed to Primary Elements and Secondary Elements such as baths, water closets, vanity basins, kitchen cupboards, door furniture, window hardware, render, floor, and wall tiles, trim or paint. The term 'Finishing Elements' does not include furniture or soft floor coverings such as carpet and lino.

Major Defect: A defect of significant magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property.

Minor Defect: A defect other than a Major Defect.

Safety Hazard: Any item that may constitute an immediate or imminent risk to life, health, or property. Occupational, health and safety or any other consequence of these hazards has not been assessed.

Tests: Where appropriate the carrying out of tests using the following procedures and instruments:

Dampness Tests means additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to damp problems. Instrument testing using electronic moisture detecting meter of those areas and other visible accessible elements of construction showing evidence of dampness was performed.

Physical Tests means the following physical actions undertaken by the consultant: opening and shutting of doors, windows and draws; operation of taps; water testing of shower recesses; and the tapping of tiles and wall plaster.

IMPORTANT ADVICE

NB. In the case of strata and company title properties, the Inspection is limited to the interior and immediate exterior of the particular unit being inspected. The exterior above ground floor level is not inspected. The complete Inspection of other common property areas would be the subject of a Special-Purpose Inspection Report which is adequately specified.

Trees: Where trees are too close to the house this could affect the performance of the footing as the moisture levels change in the ground. A Geotechnical Inspection can determine the foundation material and provide advice on the best course of action with regards to the trees.

The Septic Tanks: Should be inspected by a licensed plumber.

Swimming Pools: Swimming Pools/Spas are not part of the Standard Building Report under AS4349.1-2007 and are not covered by this Report. We strongly recommend a pool expert should be consulted to examine the pool and the pool equipment and plumbing, as well as the requirements to meet the standard for pool fencing. Failure to conduct this Inspection and put into place the necessary recommendations could result in finds for non-compliance under the legislation.

Surface Water Drainage: The retention of water from surface run off could have an effect on the foundation material which in turn could affect the footings to the house. Best practice is to monitor the flow of surface water during rainfall and stormwater runoff and have the water directed away from the house or to storm water pipes by a licensed plumber/drainier.

Weep Holes: External brick (and stone) walls are a porous material that behave much like a sponge. During a rain event, the masonry wall absorbs water and actually stores it. The weep holes are designed for two purposes. 1. To provide an opening to allow water to drain out through the bottom of the wall. 2. To allow ventilating air to enter behind the wall to help dry the structure. If weep holes have been noted as being not installed, it is recommended to consult a builder on how to best rectify the problem.

Water Leaks from Roof: The inspector cannot, and does not, offer an opinion on whether the roof currently leaks or may be subject to future leaks. The only way to determine whether a roof is absolutely watertight is to make observations during prolonged rainfall.

Subfloor dampness: The presence of dampness is not always consistent as the prevailing and recent weather conditions at the time an inspection is carried out may affect the detection of damp problems. The absence of any dampness at the time of inspection does not necessarily mean the building will not experience some damp problems in other weather conditions. Likewise, whether or not services have been used for some time prior to an inspection being carried out will affect the detection of dampness.

Shower: Where a shower recess has been water tested, and no leakage was evident, this does not necessarily mean that the shower will not leak after prolonged use. Accordingly, to fully detect and assess a damp problem may require the monitoring of the building over a period of time.

SCOPE AND LIMITATIONS

Any person who relies upon the contents of this Report does so acknowledging that the following clauses, which define the Scope and Limitations of the Inspection, form an integral part of the Report.

1) This Report is not an all-encompassing Report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the Inspection. Whether or not a defect is considered significant or not, depends to a large extent upon the age and type of the building inspected. This Report is not a Certificate of Compliance with the requirements of any Act, Regulation, Ordinance or By-law. It is not a structural Report. Should you require any advice of a structural nature you should contact a structural engineer.

2) This is a visual Inspection only, limited to those areas and sections of the property fully accessible and visible to the Inspector on the date of Inspection. The Inspection DID NOT include breaking apart, dismantling, removing, or moving objects including, but not limited to, foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances, or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, behind stored goods in cupboards and other areas that are concealed or obstructed. The inspector DID NOT dig, gouge, force or perform any other invasive procedures. Visible timbers CANNOT be destructively probed or hit without the written permission of the property owner.

3) This Report does not and cannot make comment upon: Defects that may have been concealed; the assessment or detection of defects (including rising damp and leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the Inspection and whether this will affect the detection of leaks or other defects (e.g. In the case of shower enclosures the absence of any dampness at the time of the inspection does not necessarily mean that the enclosure will not leak); the presence or absence of timber pests; gas-fittings; common property areas; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns; fire protection; site drainage (apart from **surface** water drainage); swimming pools and spas (non-structural); detection and identification of illegal building work; detection and identification of illegal plumbing work; durability of exposed finishes; neighbourhood problems; document analysis; electrical installation; any matters that are solely regulated by statute; any area(s) or item(s) that could not be inspected by the consultant.

Accordingly, this Report is NOT a guarantee that defects and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property.

NB. Such matters may, upon request, be covered under the terms of a 'Special-Purpose Property Report'.

4) Consumer Complaints Procedure: In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, you must notify us as soon as possible of the dispute or claim by email, fax, or mail. You must allow us (which includes persons nominated by us) to visit the property (which visit must occur within twenty eight (28) days of your notification to us) and give us full access in order that we may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty-eight (28) days of the date of the Inspection.

If you are not satisfied with our response, you must within twenty one (21) days of your receipt of our written response, refer the matter to a Mediator nominated by us from the Institute of Arbitrators and Mediators of Australia. The cost of the Mediator will be borne equally by both parties, and as agreed as part of the mediated settlement.

Should the dispute or claim not be resolved by mediation, then the dispute or claim will proceed to arbitration. The Institute of Arbitrators and Mediators of Australia will appoint an Arbitrator who will hear and resolve the dispute. The arbitration, subject to any directions of Arbitrator, will proceed in the following manner:

(a) The parties must submit all written submissions and evidence to the Arbitrator within twenty one (21) days of the appointment of the Arbitrator; and

(b) The arbitration will be held within twenty one (21) days of the Arbitrator receiving the written submissions.

The Arbitrator will make a decision determining the dispute or claim within twenty one (21) of the final day of the arbitration. The Arbitrator may, as part of his determination, determine what costs, if any, each of the parties are to pay and the time by which the parties must be paid any settlement or costs.

The decision of the Arbitrator is final and binding on both parties. Should the Arbitrator order either party to pay any settlement amount or costs to the other party but not specify a time for payment, then such payment shall be made within twenty one (21) days of the order.

NB. In the event that you do not comply with the above Complaints Procedure and commence litigation against us, then you agree to fully indemnify us against any awards, costs, legal fees, and expenses incurred by us in having your litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.

5) Asbestos Disclaimer: “No Inspection for Asbestos was carried out at the property, and no Report on the presence or absence of Asbestos is provided”.

Buildings built prior to 1982 may have wall and/or ceiling sheeting, and other products including roof sheeting that contains Asbestos. Even buildings built after this date, up until the early 90s, may contain some Asbestos. Sheeting should be fully sealed. If you are concerned, the building was built prior to 1990, or if asbestos is noted as present within the property, then you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost of sealing or removal. Drilling, cutting, or removing sheeting or products containing Asbestos is a high risk to peoples’ health. You should seek advice from a qualified asbestos removal expert.

6) Mould (Mildew and non-wood decay fungi) Disclaimer: Mildew and non-wood decay fungi are commonly known as mould. However, mould and their spores may cause health problems or allergic reactions, such as asthma and dermatitis in some people. No Inspection for mould was carried out at the property, and no Report on the presence or absence of mould is provided. If mould is noted as present within the property, or if you notice mould and you are concerned as to the possible health risk resulting from its presence, then you should seek advice from your local Council, State or Commonwealth Government Health Department, or a qualified expert such as an Industry Hygienist.

7) Magnesite Flooring Disclaimer: No Inspection for Magnesite Flooring was carried out at the property, and no Report on the presence or absence of Magnesite Flooring is provided. You should ask the owner whether Magnesite Flooring is present and/or seek advice from a Structural Engineer.

8) Estimating Disclaimer: Any estimates provided in this Report are merely opinions of possible costs that could be encountered, based on the knowledge and experience of the inspector, and are not estimates in the sense of being a calculation of the likely costs to be incurred. The estimates are NOT a guarantee or quotation for work to be carried out. The actual cost is ultimately dependent upon the materials used, standard of work carried out, and what a contractor is prepared to do the work for. It is recommended in ALL instances that multiple independent quotes are sourced prior to any work being carried out. The inspector accepts no liability for any estimates provided throughout this Report.

9) Note: If the Client has any doubt about the purpose, scope, and acceptance criteria on which the Report was based please discuss your concerns with the Consultant on receipt of the Report. The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in this Report.

IMPORTANT DISCLAIMER

Disclaimer Liability: No Liability shall be accepted on an account of failure of the Report to notify any problems in the area(s) or section(s) of the subject property physically inaccessible for Inspection, or to which access for Inspection is denied by or to the Inspector (including but not limited to or any area(s) or section(s) so specified by the Report).

Disclaimer of Liability to Third Parties: Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this Report. Any third party acting or relying on this Report, in whole or in part, does so entirely at their own risk. However, if ordered by a Real Estate Agent or a Vendor for the purpose of auctioning a property, then the Inspection Report may be ordered up to seven (7) days prior to the auction, copies may be given out prior to the auction and the Report will have a life of 14 days during which time it may be transferred to the purchaser. Providing the purchaser agrees to the terms of this agreement, then they may rely on the Report subject to the terms and conditions of this agreement and the Report itself.

NB. In the ACT under the Civil Law (Sale of Residential Property) Act 2003 and Regulations, the Report resulting from this Inspection may be passed to the purchaser as part of the sale process, providing it is carried out no more than three months prior to listing and is not more than six months old.

Limited Liability to a Purchaser within the Australian Capital Territory only: Within the Australian Capital Territory (ACT) and in accordance with the ACT Civil Law (Sale of Residential Property) Act 2003 and Regulations, a copy of the Report may be attached to the Contract for Sale.

WARNING: The Purchaser is advised that this Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. It is, therefore, very strongly recommended that you promptly arrange for another Inspection and Report in accordance with Australian Standard AS4349.1 to be carried out prior to the expiration of the 'Cooling off Period' and settlement.

This is not a Compliance Report strictly in accordance with Civil Law (Sale of Residential Property) Regulations: The Report may contain copies of any approved plans, building approvals, building permit and Certificates of Occupancy. However, any comments made by the person who prepared the Report as to whether or not, in the opinion of the Inspector, the structures on the land substantially comply with the approved plans (if any) are made on the basis of a cursory glance of the plans and not upon a detailed examination. Any opinion expressed as to whether or not any building approval or approval under the Land (Planning and Environment) Act, 1991, is based on the limited knowledge and belief, at the time, of the Inspector. The Purchaser is advised that a Special Purpose Report is available through the Inspector to advise more fully in respect to these matters. The structures may have been damaged by pests, storm, strong wind or fire or the Vendor may have carried out alterations and/or additions to the Property since the Inspection Date. The Report may no longer reflect the true condition of the Property. The structure(s) may no longer be in accordance with the attached plans etc. IT IS STRONGLY RECOMMENDED that, if the Purchaser has any concerns in respect to the compliance of the structures, a Special Purpose Report be obtained. Alternatively, the Purchaser should rely upon his, her or their own enquiries.

Contact the Inspector: Please feel free to contact the Inspector who carried out this Inspection. Often it is very difficult to fully explain situations, problems, access difficulties, building faults or their importance in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this Report, then you should immediately contact the Inspector and have the matter explained to you. If you have any questions at all, or require any clarification, then contact the Inspector prior to acting on this Report.

OTHER INSPECTIONS AND REPORTS REQUIRED

It is strongly recommended that the following Inspections and Reports be obtained prior to any decision to purchase the Property. Obtaining these Reports will better equip the purchaser to make an informed decision. Although appliances may be listed in the Report, they have not been tested as this is outside the scope of the standard Building Inspection. Other Inspections we recommend the purchaser obtains before making their decision are:

- Electrical Inspection,
- Plumbing Inspection,
- Structural (Engineer),
- Geotechnical Inspection,
- Drainage Inspection,
- Asbestos Inspection,
- Mould Inspection,
- Gas fitting Inspection,
- Appliances Inspection,
- Air-conditioning Inspection,
- Alarm/Intercom/Data Systems,
- Hydraulics Inspection,
- Mechanical Services,
- Hazards Inspection,
- Fire/Chimney Inspection,
- Estimating Report,
- Garage Door Mechanical,
- Durability exposed surfaces

SMOKE DETECTORS

The occupier/purchaser should satisfy themselves as to the working condition of the smoke detectors, if installed. It is highly recommended that suitable smoke detectors be installed in all residential properties. AS 3786 advises that smoke detectors are required for all buildings where people sleep. It is recommended that an electrician be consulted to advise on those installed or install these detectors.

CRACKING OF BUILDING ITEMS

Regardless of the type of crack(s), a Pre-Purchase Building Inspector carrying out a Pre-Purchase Inspection within the scope of a visual Inspection is unable to determine the expected consequences of the cracks.

Obtaining Information regarding the below all fall outside the scope of this Pre-Purchase Inspection:

- (a)** The nature of the foundation material on which the building is resting,
- (b)** The design of the footings,
- (c)** The site landscape,
- (d)** The history of the cracks and,
- (e)** Carrying out an invasive Inspection.

However, the information obtained from the five items above is valuable in determining the expected consequences of the cracking and any remedial work needed. Cracks that are small in width and length on the day of the Inspection may have the potential to develop over time into structural problems for the homeowner, resulting in major expensive rectification work being carried out. If cracks have been identified in the Report above, then a Structural Engineer is required to determine the significance of the cracking prior to a decision to purchase.

NOTICE TO THE PURCHASER (ACT ONLY)

(a) At the Exchange, and prior to the 'Cooling-off Period', you were given an Inspection Report on the property you intend on purchasing. This Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. The structures may have been damaged by pests, storm, strong wind or fire or the vendor may have carried out alterations and/or additions to the property since the Inspection date. The Report may no longer reflect the true condition of the property. The structure(s) may no longer be in accordance with the attached plans etc. It is, therefore, very strongly recommended that you urgently arrange for another Inspection and Report in accordance with Australian Standard AS 4349.1 to be carried out prior to exchange, or prior to the expiration of any 'Cooling Off Period' and prior to settlement.

(b) If the Report indicated the presence of termite damage, or recommends any other Inspections or treatments, you should obtain copies of these Reports and any treatment proposals, certificates of treatment carried out, including details of all repairs including copies of quotations, invoices, and any other Reports. It is strongly recommended that you arrange for an Inspection and Report in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2, and a further building Inspection in accordance with AS 4349.1.

(c) If you fail to procure a further Inspection and Report as recommended in (a) and (b), or fail to obtain copies of other Reports, treatment proposals, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other Reports as recommended in (b) above, then you agree that you have decided not to have a further Inspection and Report carried out, or to obtain copies of treatment proposals, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other Reports and have relied upon your own enquires and the Report, knowing the possible consequences, and that the condition of the property, as stated in the Report, may have changed.

(d) You agree that the person carrying out the Inspection **and** the company, partnership or sole trader that employs that person will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property, or in connection with completing the purchase of the property as a result of your failure to heed the advice given in (a) and (b) and the warning contained in (c) above, and may use such failure in defense of any claim that you may later make against any of them.

NB. It is a condition of your right to rely upon the Report that you transmit by fax, post, or otherwise deliver the signed "Notice to the Purchaser" (ACT only) to the company, partnership or sole trader at the address detailed on the front of the Report not less than four (4) days prior to the date of settlement. If you fail to complete, sign, or deliver the Notice then it will be deemed that you did not rely upon the report in respect to your decision as to whether or not to purchase the property. This may seriously affect any rights to future compensation to which you may be entitled.

Please cross out the statement below that does not apply: - At the date of settlement, not more than 180 days will have elapsed since the Inspection date.

1. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report, and this Notice to the Purchaser. I/We have not arranged for another inspection and report in respect of the property, and it is my/our intention to **rely upon the findings contained in the report**; or

2. I/We have **arranged for another Inspection of the Property and Report** to be carried out, which I/We will use in conjunction with this Report in deciding whether to proceed with the purchase of the property; or

3. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report, and this Notice to the Purchaser. I/We have not arranged for another Inspection and Report in respect of the property and have **relied on my/our own enquiries in respect of the condition of the property** as at the date of settlement including any changes in the condition of the property that have taken place since the Inspection date stated in the Report

Timber Pest Report



SUMMARY SHEET

Property Address: 9/148 Overall Ave, Casey ACT 2913
Client: Motion
Inspection Date: Thursday, March 19th 2026
Inspection carried out by: Ben Meale

This summary is supplied to allow a quick and superficial overview of the Inspection results. This summary is NOT the Report and cannot be relied upon on its own. This summary must be read in conjunction with the full Report and not in isolation from the Report. If there should happen to be any discrepancy between anything in the Report, and anything in this summary, the information in the Report shall override that in the summary. The Report is subject to conditions and limitations. Your attention is particularly drawn to the clauses, disclaimer of liability to third parties, limited liability to a purchaser with the Australian Capital Territory (ACT), and to the notice to the purchaser at the back of this Report.

1.0 ACCESS LIMITATIONS

There were access limitations to the inspection/report. Please refer to section 1.0 of the report.

2.0 TERMITE ACTIVITY

No active subterranean termites (live specimens) were found.

No visible evidence of subterranean termite workings or damage was found.

3.0 BORER ACTIVITY

No visible evidence of borers of seasoned timbers was found.

4.0 DECAY FUNGI

No evidence of damage caused by wood decay (rot) fungi was found.

For complete and accurate information, please refer to the attached 'Visual Timber Pest Report', which is prepared in accordance with AS 4349.3.

CONDITIONS OF THIS INSPECTION

Important Information:

Any person who relies upon the contents of this Report does so acknowledging that the following clauses, which define the scope and limitations of the Inspection, form an integral part of the Report.

This is a **Visual Inspection Only**, prepared in accordance with AS 4349.3, 'Inspection of Buildings Part 3: Timber Pest Inspections'. Visual Inspection was limited to those areas and sections of the property to which reasonable access (see definition) was both available and permitted on the date of Inspection.

The Inspection **did not** include breaking apart, dismantling, removing, or moving objects including but not limited to – foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances, or personal possessions.

The Inspector **cannot** see inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, or in any other areas that are concealed or obstructed.

The Inspector **did not** dig, gouge, force or perform any other invasive procedures. An invasive Inspection will not be performed unless a separate contract is entered into.

In an occupied property, it must be understood that furnishings or household items may be concealing evidence of Timber Pests, which may only be revealed when the items are moved or removed.

In the case of strata type properties, only the interior of the unit is inspected.

Scope of Report:

This Report only deals with the detection or non-detection of Timber Pest Attack and Conditions Conducive to Timber Pest Attack discernible at the time of inspection. The inspection was limited to the Readily Accessible Areas of the Building and Site (see note below) and was based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of Tests. Note. With strata and company title properties, the inspection was limited to the interior and the immediate exterior of the particular residence inspected. Common property was not inspected.

Limitations:

The Client acknowledges:

(a) This Report does not include the inspection and assessment of matters outside the scope of the requested inspection and report.

(b) The inspection only covered the Readily Accessible Areas of the Building and Site. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include – but are not limited to – roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements, or earth.

(c) The detection of dry wood termites may be extremely difficult due to the small size of the colonies. No warranty of absence of these termites is given.

(d) European House Borer (*Hylotrupes bajulus*) attack is difficult to detect in the early stages of infestation as the galleries of boring larvae rarely break through the affected timber surface. No warranty of absence of these borers is given. Regular inspections including the carrying out of appropriate tests are required to help monitor susceptible timbers.

(e) This is not a structural damage report. Neither is this a warranty as to the absence of Timber Pest Attack.

(f) If the inspection was limited to any particular type(s) of timber pest (e.g., subterranean termites), then this would be the subject of a Special-Purpose Inspection Report, which is adequately specified.

(g) This Report does not cover or deal with environmental risk assessment or biological risks not associated with Timber Pests (e.g., toxic Mould) or occupational, health or safety issues. Such advice may be the subject of a Special-Purpose Inspection Report which is adequately specified and must be undertaken by an appropriately qualified inspector. The choice of such inspector is a matter for the Client.

(h) This Report has been produced for the use of the Client. The Consultant or their firm or company are not liable for any reliance placed on this report by any third party, except as provided in the section Limited Liability To a Purchaser within the Australian Capital Territory.

Determining extent of Damage:

This is not a structural building report, and any inexperienced opinion we provide on timber damage cannot be relied upon. This Report **will not** state the full extent of any Timber Pest damage. It will state Timber Pest Damage found as either 'slight', 'moderate', 'moderate to extensive', or 'extensive', and this information is not the opinion of an expert. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported, either in the structure(s) or the grounds of the property, then you must assume that there may be concealed structural damage within the building(s).

This concealed damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timbers. In this case, an Invasive Timber Pest Inspection (for which a separate contract is required) is strongly recommended, and you should arrange for a qualified professional such as a builder, engineer, or architect to carry out a structural inspection to determine the full extent of the damage, and the extent of repairs that may be required. You agree that neither we, nor the individual conducting the inspection, are responsible or liable for the repair of any damage, whether disclosed by the Report or not.

Disclaimer of Liability:

No liability shall be accepted on account of failure of the Report to notify any termite activity and/or damage present at, or prior to, the date of the Report, in any area(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for inspection is denied by, or to, the licensed Inspector (including, but not limited to, any area(s) or section(s) specified by the Report).

1.0 ACCESS LIMITATIONS

1.1 Area(s) inspected:

Only structures, fences &/or trees within 50m of the building but within the property boundaries were inspected.

1.2 Common area(s) not inspected:

No Inspection was made, and no Report will be submitted, of inaccessible area(s).

These include, but may not be limited to; cavity walls, concealed frame timbers, eaves, flat roofs, fully enclosed patios, inaccessible parts of the subfloors, inaccessible parts of the roof void, soil concealed by concrete floors, fireplace hearths, wall linings, landscaping, rubbish, floor coverings, furniture, pictures, appliances, stored items, insulation, and hollow blocks/posts etc.

1.3 Area(s) in which visual inspection was obstructed or restricted and why:

Ceiling framing timbers were concealed by insulation. Clothing and other stored items concealed timbers in cupboards and built in robes/closets. Furniture and stored items concealed some of the skirting boards and architraves inside the house. Ducting flex throughout the roof space restricting access in areas. The inspection of the exterior was restricted to the immediate exterior of the unit. Areas of the internal framing timbers of the garage were concealed by stored items.

NB. Please note that since a complete Inspection of the above area(s) was not possible, Timber Pest activity and/or damage may exist in these areas.

1.4 The property was furnished at the time of inspection.

Where a property is furnished at the time of Inspection, it must be understood that the furnishings and stored goods may be concealing evidence of Timber Pest activity. This evidence may be revealed when the property is vacated, and a further Inspection of the vacant property is strongly recommended if the house was furnished at the time of inspection.

1.5 Undetected timber pest risk assessment is considered Low/Moderate.

NB. Where the risk is considered "Moderate" or "Moderate-High" or "High", a further inspection is strongly recommended of areas that were not readily accessible, and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This may require the moving, lifting or removal of obstructions such as floor coverings, furniture, stored items foliage and insulation. In some instances, it may also require the removal of ceiling and wall linings, and the cutting of traps and access holes. Seek further advice from your Consultant.

2.0 TERMITE ACTIVITY

2.1 No active (live) termites were present at the time of Inspection.

2.2 No visible evidence of subterranean termite workings and/or damage was found.

2.3 A termite nest was not found.

2.4 No evidence of timber damage caused by Termite attack was visible at the time of the Inspection.

NB. Where evidence of termite activity by the *Nasutitermes* or *Coptotermes* species was found in the grounds, the risk to buildings is very high. A treatment to eradicate the termites and to protect the building(s) should be carried out. Where the evidence of termite workings was found in the grounds or the building(s), then the risk of a further attack is very high.

2.5 Very important:

If live termites or any evidence of termite workings or damage was reported above, within the building(s) or in the grounds and fences, then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out, such as when wall linings, cladding or insulation are removed; or if you arrange for an invasive Inspection. We claim no expertise in structural engineering or building, and we strongly recommend that you have a qualified professional such as a builder, engineer, architect, or other qualified expert determine the full extent of the damage, if any. This may require an invasive Inspection. We take no responsibility for the repair of any damage, whether disclosed by this Report or not (see 'Terms and Limitations').

Where visual evidence of termite workings and/or damage is reported above, but no live termites were present at the time of Inspection, you must realise that it is possible that termites are still active in the immediate vicinity, and that the termites may continue to cause further damage. It is not possible, without further investigation and a number of Inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of Inspection due to a prior disturbance or climatic conditions, or they may have been utilizing an alternative feeding source.

Continued, regular Inspections are essential. Unless written evidence of a termite protection program in accordance with 'AS 3660' with ongoing Inspections is provided, you must arrange for a treatment in accordance with 'AS 3660' to be carried out to reduce the risk of further attack.

2.6 Previous termite treatment: There were no signs of a termite treatment or evidence of a possible previous termite treatment, at the time of inspection.

NB. If there is evidence of drill holes in concrete or brickwork, bait stations or other signs of a possible previous treatment are reported, then the treatment was probably carried out because of an active termite attack. Extensive structural damage may exist in concealed areas. You should have an invasive Inspection carried out, and have a builder determine the full extent of any damage, and the estimated cost of repairs, as the damage may only be found when wall linings etc. are removed. Normally, if a termite treatment has been carried out, then a durable notice should be located in the metre box, indicating the type of termite shield system, treated zone or combination that has been installed.

2.7 Termite management: A termite management notice was not found in the meter box; however, due to the age of the residence a barrier system should have been installed.

This firm can give no assurances with regard to work that may have been previously performed by other firms. You should obtain copies of all paperwork and make your own enquiries as to the quality of the treatment when it was carried out, and warranty information. In most cases, you should arrange for a treatment in accordance with "Australian Standard 3660" to be carried out to reduce the risk of further attack.

2.8 General remarks:

Where any current visible evidence of Timber Pest activity is found, it is strongly recommended that a more invasive Inspection be performed. Trees on and near the property up to a height of 2 metres, have been visually Inspected where possible and practicable, for evidence of Termite activity. It is very difficult to locate termite nests since they are underground, and evidence in trees is usually well concealed. Therefore, we strongly recommend that you arrange to have the medium to large eucalypt trees within a 50 metre radius of the property test drilled for evidence of termite nests.

3.0 BORER ACTIVITY

3.1 No visible evidence of borers was found.

The **Lyctid Borer** - The most common lyctid borer in Australia is **Lyctus brunneus (powder post beetle)**. Attack usually takes place during the first six to twelve months of the service life of timber. However, the powder post beetle is not considered a significant pest of timber and treatment of infestation is not usually required. As only the sapwood of certain hardwoods is destroyed, larger-dimensional timbers (such as rafters, bearers, and joists) in a building are seldom weakened significantly to cause collapse. The **Anobiid Borer** There are many different species of Anobiid borer, the most frequently encountered being *Anobium punctatum* (furniture beetle) and *Calymnaderus incisus* (Queensland pine beetle). Attack mainly occurs to softwoods especially pine timbers such as floorboards that have been in service for at least ten years. Should any structural timbers be attacked by Anobiid borers it is often difficult to determine what extent the borer damage has weakened such timbers and replacement is often the only way of ensuring safety from collapse.

In the case of Anobiid borers, once an attack is initiated it is unlikely to cease or die out of its own accord without some sort of eradication treatment. Therefore, unless proof of treatment is provided, evidence of an attack must always be considered active. Although a chemical treatment is an option, replacement of infested timbers with non-susceptible, or treated timber, is the most effective method of treatment. Before any option is considered, competent advice (e.g., from a licensed building contractor) should be sought to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work.

Other Borers: A further (more invasive) investigation is strongly recommended to determine whether infestation is still active and to positively identify the borer species responsible for the attack. Always seek further advice from the Consultant.

Management Program: Wherever practical, remove any conditions conducive to attack (e.g., *Anobium* borer thrive in badly ventilated subfloor areas). Regular inspections are recommended at intervals not exceeding 12 months. Always seek further advice from the Consultant.

4.0 DECAY FUNGI

4.1 No evidence of damage caused by wood decay (rot) fungi was found.

NB. If any evidence of fungal decay or damage is reported, you should consult a building expert to determine the full extent of damage, and the estimated cost of repairs or timber.

General Description of Attack Decaying wood contains sufficient moisture to retain its original shape and may have sufficient strength to withstand normal loads. In contrast decayed wood is reduced both in moisture content and size as indicated by cracking either along or across the grain or fibres coming apart in a stringy manner. Decayed wood will have undergone considerable strength reduction.

Economic Significance Fungal decay can cause at one extreme, structural failure of the affected timber, and at the other purely superficial surface damage. The most critical determination is that of which timber is affected and decaying because decay will most likely spread (unless sources of moisture are quickly removed). Affected and decayed timber may warrant timber replacement, but the rot should not spread unless a new moisture source becomes available in that area.

Where evidence of decayed timber exists, competent advice (e.g., from a licensed or registered building contractor) should be sought to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work. It is important to correct any condition conducive to attack prior to replacing decayed wood.

Where evidence of decaying timber exists, competent advice (e.g., from a licensed or registered building contractor) should be sought to remove the condition(s) conducive to attack, and to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work.

Where the full extent of damage or the overall condition of the timber is undetermined a further inspection is strongly recommended by a competent person (e.g., from a licensed or registered building contractor). This may require monitoring of the timber over a period and include the assessment of conditions conducive to attack in different weather conditions (e.g., to determine the adequacy of existing drainage).

Management Program Remove any conditions conducive to attack (e.g., lack of ventilation or the presence of excessive moisture). Regular inspections are recommended at intervals not exceeding 12 months. Always seek further advice from the Consultant.

5.0 CONDITIONS THAT ARE CONDUCTIVE TO TIMBER PESTS

5.1 Water leaks: At the time of the inspection no leaks were found to be present.

Water leaks, especially in or into the subfloor, or against the external walls; increase the likelihood of termite attack. Leaking showers or leaks from other 'wet areas' also increase the likelihood of concealed termite attack. Hot water overflows should be plumbed away from the building.

NB. We claim no expertise in building, and if any leaks were reported, you should consult a plumber or other building expert to determine the full extent of damage, and the estimated cost of repairs.

5.2 Moisture/drainage: Not applicable as the home is built on a concrete slab.

Lack of Adequate Subfloor Ventilation Inadequate ventilation provides a condition suitable for timber pest infestation. For example, subterranean termites thrive in damp humid conditions typical of those provided in a poorly ventilated subfloor space. Where evidence of a lack of adequate ventilation has been identified in the report, the Client should seek competent advice (e.g., from a licensed or registered building contractor) regarding upgrading ventilation. The Presence of Excessive Moisture Ground levels around the building should be maintained in such a way to minimise water entering under the building. Also, the ground surface in subfloor areas should be kept graded to ensure that moisture does not pond or accumulate in any area. Where necessary, sub-surface drains should be installed and maintained to assist with drainage around and under the building. Likewise, the presence of excessive moisture can often be directly related to ventilation limitations and the resultant high humidity. Also, plumbing oversights and defects such as a leaking drain or tap will provide a microclimate conducive to timber pest attack. Where necessary, the Client should seek competent advice (e.g., from a licensed or registered plumbing contractor) to determine the adequacy of existing drainage and remove any conditions conducive to the presence of excessive moisture. The building may need to be monitored over a period of time to detect or confirm a damp problem. The presence of dampness (including moisture) is not always consistent as the prevailing and recent weather conditions at the time an inspection is carried out may affect the detection of damp problems. Importantly, precipitation at or near the time of inspection does not necessarily guarantee that a damp problem will automatically be evident due to such circumstances as prevailing wind conditions or intensity of rainfall. The absence of any dampness at the time of inspection does not necessarily mean the building will not experience some damp problems in other weather conditions. Likewise, whether services have been used for some time prior to an inspection being carried out will affect the detection of dampness.

5.3 Ventilation: Not applicable as the home is built on a concrete slab.

Lack of Adequate Subfloor Ventilation Inadequate ventilation provides a condition suitable for timber pest infestation. For example, subterranean termites thrive in damp humid conditions typical of those provided in a poorly ventilated subfloor space. Where evidence of a lack of adequate ventilation has been identified in the report, the Client should seek competent advice (e.g., from a licensed or registered building contractor) in regard to upgrading ventilation.

5.4 Hot water services and air conditioning units: There is no need for this work to be carried out.

Hot water services and air conditioning units which release water alongside or near to building walls should be piped to a drain (if not possible then several metres away from the building), as the resulting wet area is highly conducive to termites.

5.5 Slab edge exposure: The slab edge inspection zone does not apply to this property.

Where external concrete slab edges are not exposed, there is a high risk of concealed termite entry.

In some buildings built since July 1995, the edge of the slab forms part of the termite shield system. In these buildings an Inspection zone of at least 75mm should be maintained to permit detection of termite entry. The edge should not be concealed by render, tiles, cladding, flashings, adjoining structures, paving, soil, turf, or landscaping etc. Where this is the case, you should arrange to have the slab edge exposed for Inspection.

Concealed termite entry may already be taking place but could not be detected at the time of the Inspection. This may have resulted in concealed timber damage.

NB. A very high proportion of termite attacks are over the slab edge. Covering the slab edge makes concealed entry easy. This is particularly true of infill type slab construction. Termite activity and/or damage may be present in concealed timbers of the building. We strongly recommend frequent regular inspections in accordance with AS 3660.2.

5.6 Weep holes in external walls: Weep holes were clear allowing the free flow of air.

It is very important that soil, lawn, concrete paths, or pavers do not cover the weep holes. Sometimes, they have been covered during the rendering of the brick work. They should be clean and free flowing and covering the weep holes in part or in whole may allow undetected termite entry.

5.7 Termite shields: Not applicable as the home is built on a concrete slab.

Termite Shields (Ant Caps) should be in good order and condition, so termite workings are exposed and visible. This helps prevent termites from gaining undetected entry. Joins in the shielding should have been soldered during the installation. If it is observed that the joins in the shielding have not been soldered, then the shielding must be reported as inadequate. It may be possible for a builder to repair the shielding. If not, a chemical treated zone may need to be installed to deter termites from gaining concealed access to the building. Missing, damaged or poor shields increase the risk of termite infestation. If considered inadequate, a builder or other building expert should be consulted.

Other physical shield systems are not visible to inspection and no comment is made on such systems.

5.8 Bridging or breaching of termite barriers and inspection zones: No bridging or breaching was found.

“Bridging” is the spanning of a termite barrier or inspection zone so that subterranean termites are provided with passage over or around that barrier. “Breaching” is the making of a hole or gap in a termite barrier so that termites are provided with a passage through that barrier.

5.9 Other area(s) and/or situations that appear conducive to (may attract) subterranean termite infestation: Medium to large trees and stumps within a 50 metre radius of the property, due to the nesting conditions.

6.0 OVERALL ASSESSMENT OF THE PROPERTY

6.1 Where evidence of live termites, termite damage or termite workings (mudding) was found in the building(s) then the risk of a further attack is extremely high.

Where evidence of live termites, termite damage or termite workings was found in the grounds but not in the building(s) then the risk to buildings must be reported as high to extremely high.

6.2 At the time of the Inspection, the degree of risk of subterranean termite infestation to the overall property was considered to be **Moderate**.

6.3 Subterranean Termite Treatment Recommendation: A management program in accordance with AS 3660-2000 to protect against subterranean termites is considered **not essential, but 6 to 12 monthly inspections are essential**.

6.4 Future Inspections: AS 3660.0-2000 recommends “regular competent Inspections should be carried out at least on an annual basis, but more frequent Inspections are strongly recommended”.

It goes on to inform that “regular Inspections will not prevent termite attack but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner, and damage to be minimized”.

Due to the degree of risk of subterranean termite infestation noted above and all other findings of this Report; we strongly recommend that a full Inspection and written Report in accordance with AS 4349.3 or AS 3660.2-2000 is conducted at this property every 6 months, but no more than 12 months.

DEFINITIONS

Timber Pest Attack: Means Timber Pest Activity and/or Timber Pest Damage.

Timber Pest Activity: Means telltale signs associated with 'active' (live) and/or 'inactive' (absence of live) Timber Pests at the time of inspection.

Timber Pest Damage: Means noticeable impairments to the integrity of timber and other susceptible materials resulting from attack by Timber Pests.

Major Safety Hazard: Means any item that may constitute an immediate or imminent risk to life, health or property resulting directly from Timber Pest Attack. Occupational, health and safety or any other consequence of these hazards has not been assessed.

Conditions Conducive to Timber Pest Attack: Means noticeable building deficiencies or environmental factors that may contribute to the presence of Timber Pests.

Readily Accessible Areas: Means areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. The term 'readily accessible' also includes accessible subfloor areas on a sloping site where the minimum clearance is not less than 150 mm high, provided that the area is not more than 2 metres from a point with conforming clearance (i.e., 400 mm high by 600 mm wide); and areas at the eaves of accessible roof spaces that are within the consultant's unobstructed line of sight and within arm's length from a point with conforming clearance (i.e. 600 mm high by 600 mm wide).

Client: Means the person or persons for whom the Timber Pest Detection Report was carried out or their Principal (i.e., the person or persons for whom the report was being obtained).

Timber Pest Detection Consultant: Means a person who meets the minimum skills requirement set out in the current Australian Standard AS 4349.3 Inspections of Buildings. Part 3: Timber Pest Inspection Reports or state/territory legislation requirements beyond this Standard, where applicable.

Building and Site: Means the main building (or main buildings in the case of a building complex) and all timber structures (such as outbuildings, landscaping, retaining walls, fences, bridges, trees, and stumps with a diameter greater than 100 mm and timber embedded in soil) and the land within the property boundaries up to a distance of 50 metres from the main building(s).

Timber Pests: Means one or more of the following woods destroying agents which attack timber in service and affect its structural properties:

Chemical Delignification: The breakdown of timber through chemical action.

Fungal Decay: The microbiological degradation of timber caused by soft rot fungi and decay fungi, but does not include Mould, which is a type of fungus that does not structurally damage wood.

Wood Borers: Wood destroying insects belonging to the order 'Coleoptera' which commonly attack seasoned timber.

Termites: Wood destroying insects belonging to the order 'Isoptera' which commonly attack seasoned timber.

Tests: Means additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to attack by Timber Pests. Instrument testing of those areas and other visible accessible timbers/materials/areas showing evidence of attack was performed.

Instrument Testing: Means where appropriate the carrying out of Tests using the following techniques and instruments:

- (a) Electronic moisture detecting meter - an instrument used for assessing the moisture content of building elements.
- (b) Stethoscope - an instrument used to hear sounds made by termites within building elements.
- (c) Probing - a technique where timber and other materials/areas are penetrated with a sharp instrument (e.g., bradawl or pocket knife), but does not include probing of decorative timbers or finishes, or the drilling of timber and trees; and
- (d) Sounding - a technique where timber is tapped with a solid object.

IMPORTANT MAINTENANCE ADVICE REGARDING INTEGRATED PEST MANAGEMENT FOR PROTECTING AGAINST TIMBER PESTS

You should read and understand the following important information. It will help explain what is involved in a Timber Pest Inspection, the difficulties faced by a Timber Pest Inspector, and why it is not possible to guarantee that a property is free of Timber Pests. It also details important information about what you can do to help protect your property from Timber Pests. This information forms an integral part of the Report. Any structure can be attacked by Timber Pests. Periodic maintenance should include measures to minimise possibilities of infestation in and around a property. Factors which may lead to infestation from Timber Pests include situations where the edge of the concrete slab is covered by soil or garden debris, filled areas, areas with less than 400mm clearance, foam insulation at foundations, earth/wood contact, damp areas, leaking pipes, etc.; form-work timbers, scrap timber, tree stumps, mulch, tree branches touching the structure, wood rot, etc. Gardens, pathways, or turf abutting or concealing the edge of a concrete slab will allow for concealed entry by timber pests any timber in contact with soil such as form-work, scrap timbers or stumps must be removed from under and around the buildings and any leaks repaired. You should endeavor to ensure such conditions DO NOT occur around your property. We further advise that you engage a professional pest control firm to provide a termite management program in accord with AS 3660 to minimise the risk of termite attack. There is no way of preventing termite attack. Even AS 3660 advises that "the provision of a complete termite barrier will impede and discourage termite entry into a building. It cannot prevent termite attack. Termites can still bridge or breach barriers, but they can be detected more readily during routine inspections."

Reasonable access:

Unless specified in writing, the inspection only covered the Readily Accessible Areas of the Building and Site.

The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Areas which are not normally accessible were not inspected and include - but not limited to – inside walls, the interior of a flat roof or beneath a suspended floor filled with earth.

Building Interior, the Consultant did not move or remove any ceilings, wall coverings, flooring, floor coverings (including carpeting), furnishing, equipment, appliances, pictures, or other household goods. In an occupied property, furnishings or household items may be concealing evidence of timber pest attack which may only be revealed when the items are moved or removed.

Building Exterior, Roof Exterior and Site, the Consultant did not move or remove any obstructions such as wall cladding, awnings, trellis, earth, plants, bushes, foliage, stored materials, debris, or rubbish. Due to the 'secretive' nature of timber pests, it is possible that hidden damage may exist in concealed areas, e.g., wall framing. Damage may only be found when the obstruction is removed. In the case of buildings constructed on concrete slabs, if the edge of the slab or any weep hole or vent at the base of external walls is concealed by pavements, gardens, lawns, or landscaping then it is possible for termites to gain undetected entry into the building. The building of gardens or planting of shrubs close to the perimeter of the building can promote and conceal termite entry points. The storage of cellulose materials such as building materials and firewood near the ground or building may encourage termite activity.

Roof Space Obstructions such as roofing, stored articles, thermal insulation, sarking, and pipe/duct work may be concealing evidence of timber pest attack which may only be revealed when the obstructions are moved or removed. Also, bodily access should be provided to the interior of all accessible roof spaces. In accordance with Australian Standard ASS 4349 the minimum requirement is a 400mm by 500 mm access manhole.

Subfloor Space Subfloor areas should be kept free from all vegetation (including tree stumps) and other cellulose material which may encourage timber pest activity. Also, storage of materials in subfloor areas is not recommended as it reduces ventilation and makes inspection difficult. Obstructions may be concealing evidence of timber pest attack which may only be revealed when the obstructions are moved or removed. Bodily access should be provided to all accessible subfloor areas with the minimum requirement being a 500 mm x 400 mm access manhole. In the case of suspended floors, if the clearance between the ground and structural components is less than 400 mm, then the ground should be excavated to provide the required clearance, subject to maintaining adequate drainage and support to footings. If the subfloor has been sprayed for subterranean termites or if the area is susceptible to mould growth, appropriate health precautions must be followed before entering the area. Also, special care should be taken not to disturb the treated soil. Always seek further advice from the Consultant.

A further inspection is strongly recommended of those areas that were not readily accessible and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This will involve a separate visit to the site, permission from the owner of the property and additional cost.

Unless stated otherwise, any recommendation or advice given in this Report should be implemented as a matter of urgency.

A more invasive physical inspection is available and recommended:

As detailed above, there are many limitations to this visual inspection only. With the permission of the owner of the premises we WILL perform a more invasive physical inspection that involves moving or lifting insulation, stored items, furniture, or foliage during the inspection. We WILL physically touch, tap, test and when necessary, force/gouge suspected accessible timbers. We WILL gain access to areas, where physically possible and considered practical and necessary, by way of cutting traps and access holes.

This style of Report is available by ordering with several days' notice. Inspection time for this style of Report will be greater than for a VISUAL INSPECTION.

It involves disruption in the case of an occupied property, and some permanent marking is likely. You must arrange for the written permission of the owner who must acknowledge all the above information and confirm that our firm will not be held liable for any damage caused to the property.

A price is available on request.

Concrete slab homes:

Homes constructed on concrete slabs pose special problems with respect to termite attack. If the edge of the slab is concealed by concrete paths, patios, pavers, garden beds, lawns, foliage, etc. then it is possible for termites to affect concealed entry into the property, and they can then cause extensive damage to concealed framing timbers. Even the most experienced Inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Where termite damage is in the roof, it should be expected that concealed framing timbers will be extensively damaged. With a concrete slab home, it is imperative that you expose the edge of the slab and ensure that foliage and garden beds do not cover the slab edge. Weep holes must be kept free of obstructions.

It is strongly recommended that you have a Termite Inspection in accordance with AS 3660.2 carried out every 6 to 12 months.

Subterranean termites:

No property is safe from termites. General Description of Attack Timber hollowed beneath; some cracking at the surface of timber; earthen channels present; or pale faecal spots present.

Important note:

As a delay may exist between the time of an attack and the appearance of telltale signs associated with the attack, it is possible that termite activity and damage exists though not discernible at the time of inspection.

Treatment After discovery of an active infestation, it is imperative that the species of termite is accurately identified before costly (and sometimes unnecessary or inappropriate) methods of treatment are initiated. Only economically important species which are known to attack timber structures should be treated.

In the case of economically important species, it is important that the termite workings are not further disturbed until the proposed method of control has been determined by a licensed pest control operator. Premature attempts to repair or replace infested timber may cause the termites to withdraw from the area temporarily, thereby hindering effective treatment. Any repair or replacement of infested timber should be carried out after the appropriate treatment has been completed.

Where evidence of active termites is detected within a building or within 50 metres of any building, it must always be assumed that the termites may also be active in areas of the property not inspected. Accordingly, where the termites are known to be of economic significance, a further (more invasive) inspection is strongly recommended of areas which were inaccessible, not readily accessible or obstructed at the time of inspection.

Termite Workings and Damage Where evidence of damage to building timbers exists, competent advice (e.g. from a licensed or registered building contractor) should be obtained to determine the extent of any structural damage and as to the need or otherwise for rectification or repair work.

Where evidence of inactive termites is located within the building, it is possible that termites are still active in areas of the property not inspected and they may continue to cause damage. A furthermore invasive inspection is strongly recommended of areas which were inaccessible, not readily accessible or obstructed at the time of inspection.

Where evidence of an inactive termite infestation exists, it is not possible, without benefit of further investigation and inspections over a period, to ascertain whether any infestation is active or inactive. Continued, regular, inspections are essential.

Where evidence of termite attack exists to any trees or tree stumps a more conclusive search should be undertaken. This may require the tree or stump to be drilled to determine the existence of a termite nest. In addition, the soundness and stability of any standing trees identified as being affected by termite attack should be confirmed. Always seek further advice from the Consultant.

Previous Treatments Where evidence of a possible termite treatment was located, the Client should obtain and keep on file all relevant documents pertaining to the extent of the treatment, any service warranties and advice in regard to the building owner's obligation to maintain the treatment and/or barrier. If evidence of a previous treatment of termite infestation is noted, and appropriate documentation is not available, the Client must assume that the termite infestation may still be active in areas of the property not inspected. Accordingly, a re-treatment may be required. Always seek further advice from the Consultant.

Frequency of Future Inspections Australian Standard AS 3660 recognises that regular inspections will not prevent termite attack but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner and damage to be minimised.

Inspections at intervals not exceeding twelve (12) months are recommended. Where the termite risk is high or the building type susceptible to termite attack, more frequent inspections (3-6 months) should be undertaken.

Risk management options:

To help protect against financial loss, it is essential that the building owner immediately control or rectify any evidence of destructive timber pest activity or damage identified in this inspection report. The Client should further investigate any high-risk area where access was not gained. It is strongly advised that appropriate steps be taken to remove, rectify or monitor any evidence of conditions conducive to timber pest attack.

To help minimise the risk of any future loss, the Client should consider whether the following options to further protect their investment against timber pest infestation are appropriate for their circumstances:

Undertake thorough regular inspections at intervals not exceeding twelve months or more frequent inspections where the risk of timber pest attack is high, or the building type is susceptible to attack. To further reduce the risk of subterranean termite attacks, implement a management program in accordance with Australian Standard AS 3660. This may include the installation of a monitoring and/or baiting system, or chemical and/or physical barrier. However, AS 3660 stresses that subterranean termites can bridge, or breach barrier systems and inspection zones and that thorough regular inspection of the building are necessary.

CONTACT THE INSPECTOR

Please feel free to contact the Inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties or timber pest activity and/or damage in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this Report, then you should immediately contact the Inspector and have the matter explained to you.

If you have any questions at all or require any clarification, then contact the Inspector prior to acting on this Report.

NOTICE TO THE PURCHASER

(a) Prior to or on Exchange, and prior to the commencement of the 'Cooling-off Period', you were given an Inspection Report on the Property you intend on purchasing ("the Report"). The Purchaser is advised that this Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. Timber Pests, particularly Termites, may have gained entry to the property since the Inspection Date. Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the Property.

Termites (white ants) may be difficult to detect and much of the damage caused may not be readily visible. If damage exists, then it may cost thousands of dollars to repair.

It is, therefore, very strongly recommended that you urgently arrange for another Inspection and Report in accordance with AS4349.3 to be carried out prior to exchange, or prior to the expiration of any 'Cooling off Period', and prior to settlement.

(b) If the Report indicated the presence of Termites, termite damage or recommends any treatments or other Inspections and Reports, you should obtain copies of the treatment proposal, any certificates of treatments carried out, details of all repairs including copies of quotations, invoices, and any other Reports.

It is strongly recommended that you arrange for an Inspection and Report in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2 and a further building Inspection in accordance with AS 4349.1.

(c) If you fail to procure a further Inspection and report as recommended in (a) and (b), or fail to obtain copies of the treatment proposal, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other reports as recommended in (b) above, then it will be deemed that you have decided not to have a further Inspection and report carried out, or to obtain copies of certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports.

It will be deemed that you have relied upon your own enquiries and the report, knowing the possible consequences and that the condition of the property, as stated in the report, may have changed.

(d) The person carrying out the Inspection and the company, partnership or sole trader that employs that person will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property or in connection with completing the purchase of the property as a result of your failure to heed the advice given in (a) and (b) and the warning contained in (c) above, and may use such failure in defense of any claim that you may later make against any of them.

Compliance Report



COMPLIANCE REPORT

This is a Compliance Report regarding any unapproved structures or alterations. ACT Property Inspections have accessed the attached Building File from ACT Planning and Land Authority (ACTPLA) and hold no responsibility for any inaccuracies in the Building File supplied by ACTPLA. The Compliance report is based solely upon the information available from the Building File which does not contain information regarding Plumbing or Electrical work that has taken place since the original construction. Information regarding the Plumbing and Electrical is available upon application from ACTPLA. Since we are not Plumbers or Electricians, we are unable to comment on those works. If structures have been noted as requiring approval, a Certifier should be engaged to assess if the structure will comply with the relevant ACT legislation. Owners must be aware that unapproved structures may not comply and may require significant repair, design change or possible removal.

Property Address: 9/148 Overall Ave, Casey ACT 2913
Unit, Block & Section: Unit 9 Block 11 Section 132 CASEY
Inspection Date: Thursday, March 19th 2026

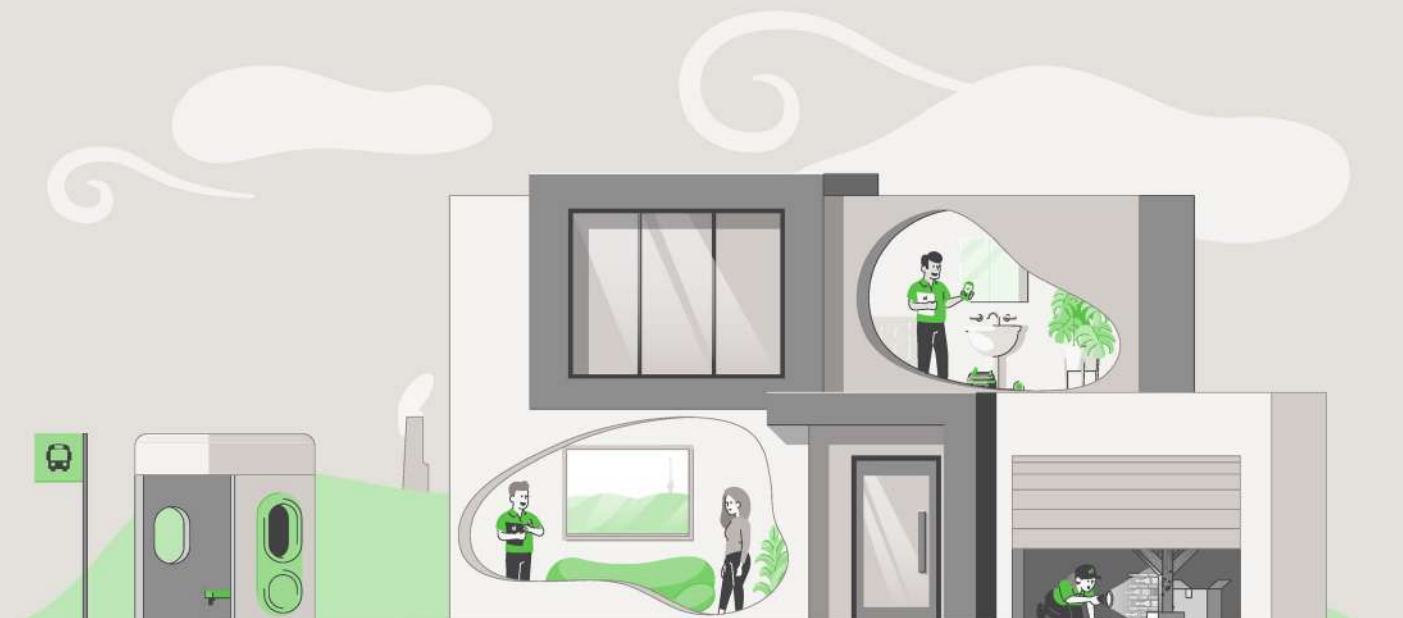
APPROVAL STATUS

Description	Plan number	Certificate of occupancy date	Approval status
New Townhouse with attached Garage – Unit 9	B20206026/A+/B	08/04/2022	Approved.

SURVEY REPORT

Survey Report completed by	Date Survey report was completed	Comments
Clarke & Di Pauli Surveyors	Tuesday, 19 October 2021	There are no apparent encroachments upon this land or by this property on adjoining lands or street.

Conveyancing File



CONVEYANCING BUILDING FILE INDEX

SUBURB: CASEY

SECTION: 132

BLOCK: 11

UNIT: 9

EX GOV:	NO
---------	----

[illegible]

For any incomplete approvals please email acbuildingconveyance@act.gov.au for further information on how to complete.

Drainage Plan Number: 133763

Survey: Y (1)

Comments:

CONVEYANCING PART 2

No information is provided in respect of electrical, drainage or sewer matters and or to the location of overhead power lines or underground cables in relation to the building.

	<u>Yes</u>	<u>No</u>
1. (a) Is this a government or ex government house?	☐	☒
(b) If yes, is there a building file with approvals on it?	☐	☐
2. Is there any record of incomplete building work on the building file?	☐	☒
If yes - file copies attached		
3. Are there any records on the building file of current (within 5 years) housing Indemnity insurance policies for building work? If yes - file copies attached	☐	☒
4. Are there any records on the building file showing building applications still being processed? (Current within 3 years) If yes - file copies attached	☐	☒
5. Are there any records on the building file in relation to loose-fill asbestos insulation?	☐	☒
If available, copies of the following documents are provided:		
• Certificate/s of Occupancy and Use	☒	☐
• Survey Certificates	☒	☐
• Unit Plan/Unit Entitlements (if property is unit titled)	☒	☐
• Approved Building Plans	☒	☐
• Ex- government Building Plans*	☐	☒
If requested:		
• Drainage Plan(s)	☒	☐

ASBESTOS

The ACT Government is not able to guarantee the accuracy of the information in this report.

You should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose fill asbestos insulation (and other forms of asbestos) on the premises. For more information go to the Asbestos Awareness Website –

www.asbestos.act.gov.au

Please note: Development Approval plans will not be included in this report (We do not receive Development Approval Plans unless they are part of a Building Approval in which case they become Building Approval Plans), if development approval was granted you can request copies of the Development Approval plans from ACEPDcustomerservices@act.gov.au.

Please Note: Building approvals that have been generated via eDevelopment will be issued with a project number prefixed by the letter B. Initial building approval documentation will be identified with project number B20XXXXX only but will be referenced as B20XXXXX/A on the Certificate of Occupancy and Use. Any amendments to the original approval will be issued with the project number and an alphanumeric digit. The first amendment will be identified as B20XXXXX/B, the second amendment B20XXXXX/C etc. Not all eDevelopment plans will be stamped with the plan number.

***Ex Government plans:** Plans are typical and not specific to each residence. There may be slight changes to the layout or window locations that were not required to be approved.

Search officer comments (if any?)

Search officer initials: Kayne

Cost of application: \$ 144.79

Date completed:

13/03/2026

OVERALL AVE

HORSE

PARK

DRIVE

PROPOSED SEWERAGE
SERVICE EASEMENT
VARIABLE WIDTH

PROPOSED SEWERAGE
SERVICE EASEMENT
VARIABLE WIDTH

132

II
1.856ha
DPI5269

KINGSLAND PARADE

ALL BUILDINGS ARE BRICK & METAL
UNITS 53-72 ARE ONE STOREY
UNITS 5-19 ARE ONE & TWO STOREYS
UNITS 1-4, 32-52 & 73-92 ARE TWO STOREYS
UNITS 20-31 & 93-105 ARE THREE STOREYS

Form 1

Form 088 - SP

Graphic bar scale - SCALE 1: 400

0 1 5 10 20 METRES

Units and Subsidiaries are subject to the provisions of Section
34 of the Unit Titles Act 2001, where applicable.

13035_UP01

SURVEYORS DECLARATION

I, STEVEN BELJANSKI of CLARKE & DI PAULI Pty Ltd
PO BOX 88 QUEANBEYAN NSW 2620

A surveyor registered under the Surveyors Act 2007, herby certify that:

- The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on (insert date) - 23/03/2022
- The survey is in accordance with the following Acts:
 - Unit Titles Act 2001;
 - Land Titles (Unit Titles) Act 1970;
 - Land Titles Act 1925; and,
 - any other Regulation made under those Acts and in accordance with the Surveyors Practice Directions.

Steven Beljanski

Signature of Registered Surveyor

25/03/2022

Dated
30 of 81

CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(c), WHICHEVER DOES NOT APPLY — 3(a)-(c) CANNOT APPLY IF AN ENCROACHMENT OCCURS
OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCROACHMENT IS AN ATTACHMENT AS DEFINED BY THE UNIT TITLES ACT 2001.

3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.

OR

- 3 (a), (b), (c)
- All units and unit subsidiaries shown in the diagrams are wholly within the parcel.
 - The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and,
 - The diagram clearly indicates the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.

1st floor 182-200 City Walk
Canberra 2601

Address for Service of Notice

LJ Hooker Strata

Name of Manager / Owners Corporation

LAND TITLES

ACCESS CANBERRA

Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 1.....of 23.....

SITE PLAN

LAND DETAILS

Block

II

Section

132

Division

CASEY

Deposited Plan Number

15269

Volume/Folio

3009 : 887

Class of Units (A or B)

B

CCH Investment No.1
Pty Limited & Worth
Street Residential
(K) Pty Limited by their
Attorney ALFONSO
DEL RIO pursuant to
Power of Attorney
ACT Registration No.
0147072 of which he
has no notice of
revocation

Alfonso del Rio

Signature of Lessee

Sharon Harmer

Sharon Harmer 19th May 2022

Delegate of the
ACT Planning and Land Authority

APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

David Pryce

David Pryce
Registrar-General



21/06/2022

UNITS PLAN No.

15466

XUP:22455

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block	Unit Plan No
CASEY	132	11	15466

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	94	-	3012	14
2	90	-	3012	15
3	94	-	3012	16
4	90	-	3012	17
5	110	-	3012	18
6	110	-	3012	19
7	110	-	3012	20
8	110	-	3012	21
9	110	-	3012	22
10	110	-	3012	23
11	110	-	3012	24
12	110	-	3012	25
13	110	-	3012	26
14	110	-	3012	27
15	110	-	3012	28
16	110	-	3012	29
17	110	-	3012	30
18	110	-	3012	31
19	110	-	3012	32
20	110	-	3012	33
21	110	-	3012	34
22	110	-	3012	35
23	110	-	3012	36
24	110	-	3012	37
25	110	-	3012	38
Aggregate		See Sheet 6	The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
			Volume	Folio
			3012	13
			 David Pryce Registrar-General	
			 Deputy Registrar-General	

SEE SHEET 7
FOR LEGEND

HORSE PARK DRIVE

TO UNIT 32
168°43'40" 13.59
NTS

LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and Economic Development Directorate
Sheet No. 8.....of 23.....
FLOOR PLAN
Block
II
Section
132
Division
CASEY
FLOOR NUMBER
GROUND

OVERALL AVENUE

Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 125

0 1 2 4 6 8 10 METRES

SEE SHEET 9

UNITS PLAN No.
15466

SEE SHEET 10

19th October 2021

Our Ref:13035_ID01



Clarke & Di Pauli
surveyors
providing excellence in surveying since 1956

Elevated Constructions Pty Ltd
No.3 Tooth Street
Mitchell, ACT, 2911

Level 1, 19 Monaro Street (PO Box 88)
Queanbeyan NSW 2620
p: 02 6299 1836 f: 02 6299 4560
e: info@cdsurveyors.com.au
www.cdsurveyors.com.au

Re: Blk 11 Sec 132, X21600
Property at No.60 Kingsland Parade, Casey

Dear Sirs,

As instructed by you, we have made a survey for identification purposes only, of the land being Block 11 Section 132 in the Division of Casey, as shown in plan X21600.
The surveyed boundaries are those shown edged red in sketch 13035_ID01 attached.

Multiple new brick, metal and concrete slab townhouses under construction known as No.60 Kingsland Parade, in our opinion stand upon and wholly within the boundaries of the subject land as shown in sketch 13035_ID01.

Survey was of concrete slabs only.

In our opinion, distance from concrete slabs to boundaries are as shown on the sketch.
The finished floor levels are as shown on sketch 13035_ID01

Where any additional improvements are to be made to the property further survey may be required.

This survey has not marked the boundaries and does not report on any restrictions, any other encumbrances on the land, nor compliance with any statutory regulations.

The sole purpose of this survey report is to identify the land and improvements thereon. The report must not be used for any form of construction nor for any other purposes, where no responsibility will be accepted what so ever.

This report is for the use only of the party to whom it is addressed and/or their authorised representative and is non-transferable upon change of ownership of the subject land. No authority is given and no responsibility is accepted to any third party that may use or rely on the whole or any part of the content of this survey.

Yours Faithfully
Clarke & Di Pauli Surveyors

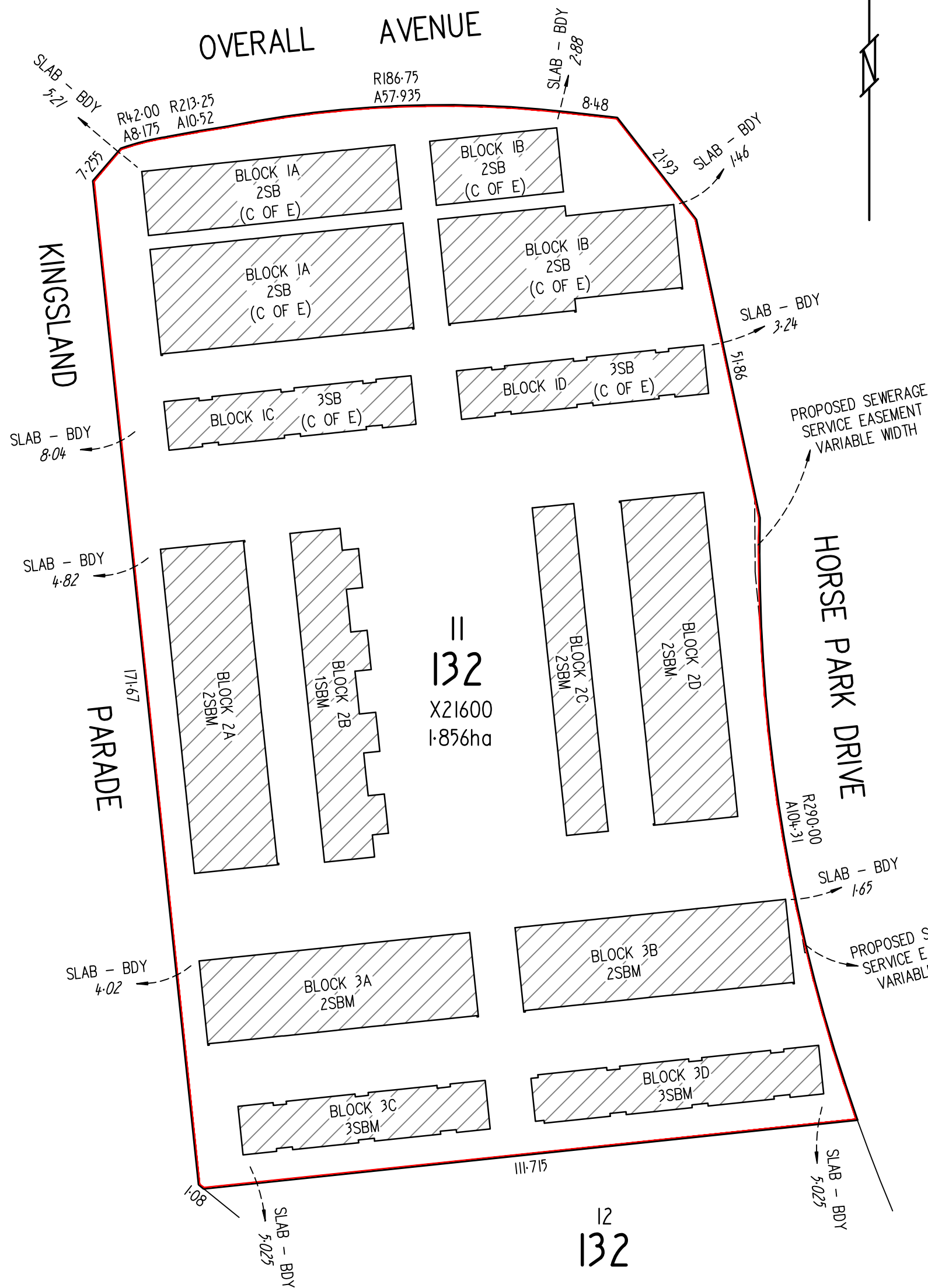
Per

Steven Beljanski
Surveyor Registered under
the Surveyors Act 2007



SKETCH

13035_ID01



FLOOR LEVELS

BLOCK 1A	GROUND	632.505
	LEVEL 1 (C OF E)	
BLOCK 1B	GROUND	632.095
	LEVEL 1 (C OF E)	
BLOCK 1C	GROUND	632.57
	LEVEL 1 (C OF E)	
	LEVEL 2 (C OF E)	
BLOCK 1D	GROUND	632.145
	LEVEL 1 (C OF E)	
	LEVEL 2 (C OF E)	
=====		
BLOCK 2A	GROUND	632.19
	LEVEL 1	635.105
BLOCK 2B	GROUND	632.245
BLOCK 2C	GROUND	631.07
	LEVEL 1 (C OF E)	
BLOCK 2D	GROUND	631.04
	LEVEL 1 (C OF E)	
=====		
BLOCK 3A	GROUND	630.93
	LEVEL 1	633.83
BLOCK 3B	GROUND	630.46
	LEVEL 1 (C OF E)	
BLOCK 3C	GROUND	630.95
	LEVEL 1	633.87
	LEVEL 2	636.78
BLOCK 3D	GROUND	630.50
	LEVEL 1	633.41
	LEVEL 2	636.32

IMPORTANT NOTE

This sketch must be read in conjunction with the accompanying written report, It is of an identification survey only and MUST NOT BE USED FOR ANY OTHER PURPOSE. As such it is not registered by the Land Titles Office. Future registered survey plans, may legally affect the boundaries of this & adjoining parcels. Any differences so caused to the dimensions or position of the boundary shown on this plan are beyond the control of Clarke & Di Pauli who can accept no responsibility for such differences. Boundary dimensions shown are from title diagram only unless shown otherwise.

1SBM	DENOTES SINGLE STOREY BRICK AND METAL TOWNHOUSE
2SBM	DENOTES TWO STOREY BRICK AND METAL TOWNHOUSE
3SBM	DENOTES THREE STOREY BRICK AND METAL TOWNHOUSE
2SB	DENOTES TWO STOREY BRICK TOWNHOUSE
3SB	DENOTES THREE STOREY BRICK TOWNHOUSE
C OF E	DENOTES COURSE OF ERECTION

Clarke & Di Pauli
surveyors

6299 1836

www.cdsurveyors.com.au

19 Monaro Street
Queanbeyan NSW 2620

Steven Beljanski

STEVEN BELJANSKI
Registered Surveyor

Survey Date: 18/10/2021



MASTER BUILDERS
FIDELITY FUND

Certificate number
Fund Reference Number

72778

19/0044

Certificate

Date Issued: 29/09/2020

This Certificate is not underwritten by the ACT Government nor by the Master Builders Association (ACT)

This Certificate applies to one dwelling only.

The contract price, or value of the work, is: \$178,000.

The builder's *estimated* construction period is from: 29/09/2020 to 31/12/2021.

Variations of up to 10% of the contract price are automatically included.

This Certificate is issued subject to the requirements of the **ACT Building Act 2004** and section 91, and in accordance with the terms and conditions set out in the Master Builders Fidelity Fund Trust Deed.

Builder's Name: **Elevated Constructions One Pty Ltd**

Builder's Licence No: **2016621**

Block: **11** Section: **132** Unit: **7** Suburb: **Casey**

Residential Address:

Type of project, (ie speculative, contract or project management): **Contract**

For the construction of: **townhouse/unit**

Special conditions: **n/a**

Name of Owner(s): **Worth Street Pty Ltd**

Instructions to Builder:

This original certificate **MUST** be given to the home owner. Please photocopy for building approval purposes and for your records.

For variations in excess of 10% of the contract price, contact the Master Builders Fidelity Fund Manager on (02) 6175 5995.

Signature: 
(For and on behalf of the Master Builders Fidelity Fund)

This certificate is issued by the Master Builders Fidelity Fund and any enquiries regarding claims against this certificate must be directed to the Master Builders Fidelity Fund c/- MBA - ACT at 1 Iron Knob Street, Fyshwick ACT 2609, telephone (02) 6280 9119.

Please read the important information overleaf regarding this Certificate.

19/0044



Certificate of Occupancy and Use

Certificate No.: **B20206026C1**

**Access Canberra Land, Planning and
Building Services**

ABN 16 479 763 216
8 Darling Street Mitchell
GPO Box 158 ACT 2601
www.act.gov.au/accesscbr

This Certificate is issued in accordance with Section 69 (2) of the Building Act 2004.

The building work listed on this certificate has been completed substantially in accordance with the prescribed requirements and is considered fit for occupation and use.

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	11	132	CASEY	GUNGAHLIN	Australian Capital Territory

Plans

B20206026/A

B20206026/B

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a(II)	New	TOWNHOUSE	12 buildings of one, two and three storey construction comprising a total of 105 dwellings, with attached garages and associated works. includes 10a and 10b	NA		B20206026N1	ELEVATED CONSTRUCTIONS ONE PTY LIMITED

Comments

Important Note:

This building work incorporates an alternative solution to the Building Code of Australia (BCA). Refer to the approval documentation for further information.

The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the territory (including this Act) relating to the building or portion of the building.

Issued by: Carl Bunk

Issued on: 08/04/2022

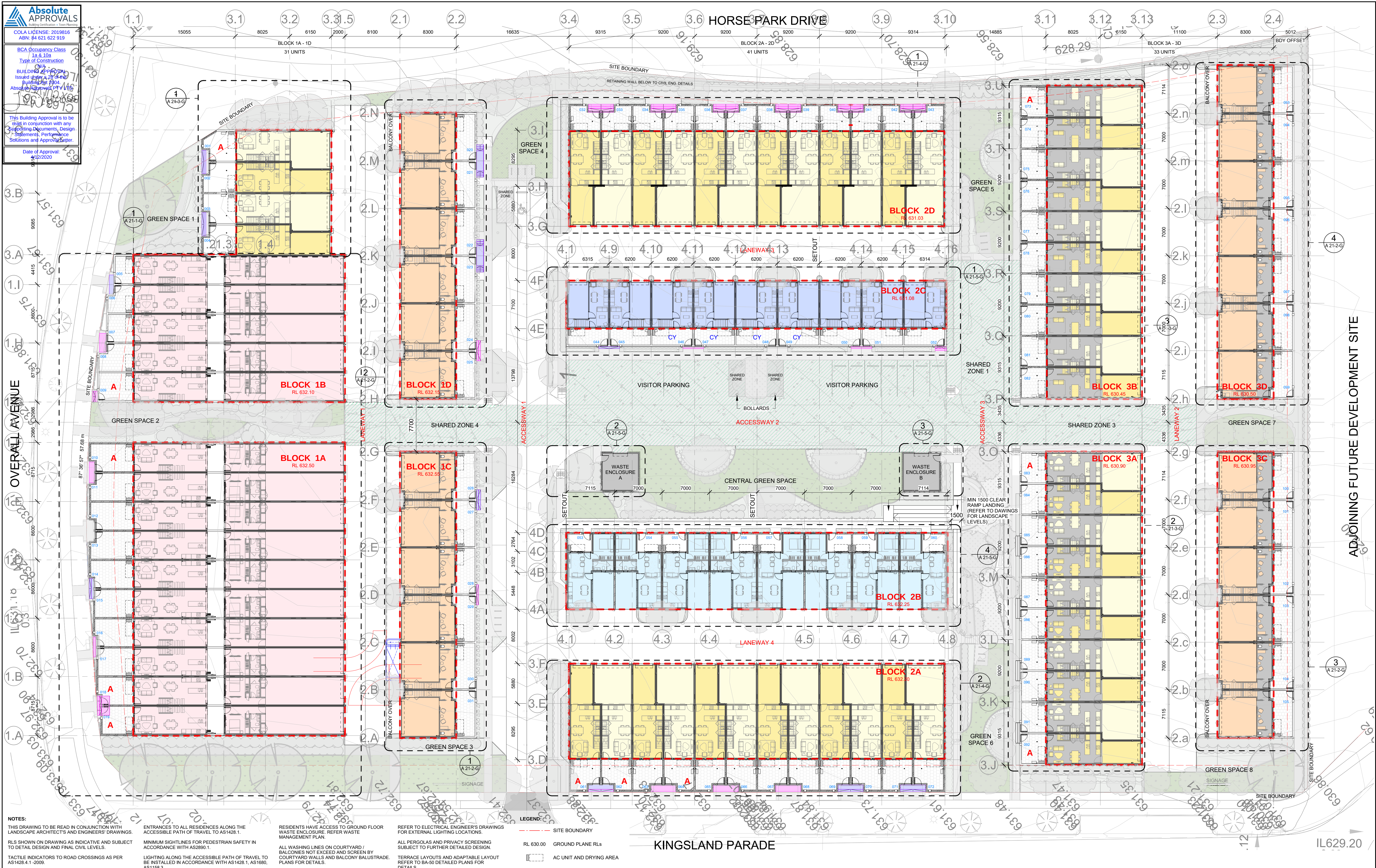
Delegate of the ACT Construction
Occupations Registrar.

Absolute APPROVALS
 COA LICENSE: 2019816
 ABN: 84 621 622 919

BCA Occupancy Class
 Type of Construction
 BUILDING APPROVAL
 Issued under: 2.3.5.4
 Building Act 2004
 Absolute Approvals Pty Ltd

This Building Approval is to be
 read in conjunction with any
 Supporting Documents, Design
 Statements, Performance
 Solutions and Approval Letter.

Date of Approval:
 12/2020



NOTES:

THIS DRAWING TO BE READ IN CONJUNCTION WITH LANDSCAPE ARCHITECTS' AND ENGINEERS' DRAWINGS.

RLs SHOWN ON DRAWING AS INDICATIVE AND SUBJECT TO DETAIL DESIGN AND FINAL CIVIL LEVELS.

TACTILE INDICATORS TO ROAD CROSSINGS AS PER AS1428.4.1 - 2009.

ENTRANCES TO ALL RESIDENCES ALONG THE ACCESSIBLE PATH OF TRAVEL TO AS1428.1.

MINIMUM SIGHTLINES FOR PEDESTRIAN SAFETY IN ACCORDANCE WITH AS2890.1.

LIGHTING ALONG THE ACCESSIBLE PATH OF TRAVEL TO BE INSTALLED IN ACCORDANCE WITH AS1428.1, AS1680, AS1158.3.

RESIDENTS HAVE ACCESS TO GROUND FLOOR WASTE ENCLOSURE. REFER WASTE MANAGEMENT PLAN.

ALL PERGOLAS AND PRIVACY SCREENING SUBJECT TO FURTHER DETAILED DESIGN.

TERRACE LAYOUTS AND ADAPTABLE LAYOUT REFER TO BA-50 DETAILED PLANS FOR DETAILS.

REFER TO ELECTRICAL ENGINEER'S DRAWINGS FOR EXTERNAL LIGHTING LOCATIONS.

ALL PERGOLAS AND PRIVACY SCREENING SUBJECT TO FURTHER DETAILED DESIGN.

TERRACE LAYOUTS AND ADAPTABLE LAYOUT REFER TO BA-50 DETAILED PLANS FOR DETAILS.

Rev	Description	By	Date
1	FOR COORDINATION	AK	24/04/20
2	FOR COORDINATION	DM	20/06/15
3	PRELIM SITE SETOUT	TR	20/07/20
4	FOR TENDER	TR	24/08/20
5	FOR TENDER	TR	18/09/20
A	ISSUE FOR CONSTRUCTION	TR	17/11/20

Client

WORTH STREET PTY LTD

Construction and Project Management

Elevated Living

Architect

COX

Cox Architecture
 Level 1, 19 Eastlake Parade,
 Kingsland, ACT 2604, Australia
 T + 61 2 6239 6255
 www.coxarchitecture.com.au

Consultants

NAME:
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 TEL/FAX:

Project

KINGSLAND
 BLOCK 11 SECTION 132 CASEY

Drawing Title

SITE PLAN

Project No.

917013.02

Document Control Status:
FOR CONSTRUCTION

Co-ordinated: AK
 Project Architect: TR
 Project Director: RM

Drawing Number:
A 11-02

Drawn: AK
 Scale: As indicated @ A1
 Date: 04/17/20
 Revision: A

North:



1 BLOCK 1A & 1B GF
A 11-02 SCALE 1 : 100

Rev	Description	By	Date
1	FOR COORDINATION	DM	20/06/15
2	FOR COORDINATION	TR	03/07/20
3	FOR COORDINATION	TR	17/07/20
4	FOR TENDER	TR	24/08/20
A	ISSUE FOR CONSTRUCTION	TR	17/11/20

Client

WORTH STREET PTY LTD

Construction and Project Management



Architect



Consultants	
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KINGSLAND
BLOCK 11 SECTION 132 CASEY

Drawing Title

LIGHTHOUSE - GROUND



Project No.
917013.02

Document Control Status:
FOR CONSTRUCTION

A1 DRAWING SHEET

Co-ordinated

Project Archi

Project Director

Drawing Num

A 21-1

 $A \angle 1 = 1^\circ$

Cox Architecture Pty Ltd ACN 002 535 891

Drawn:	DM
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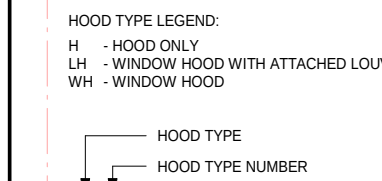
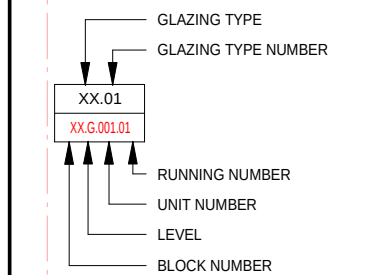
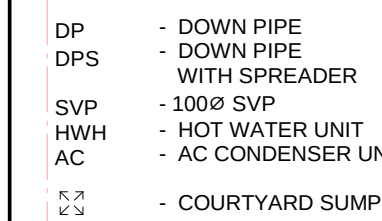
Drawn:	DM
Scale:	1 : 100 @ A1

Date:	04/24/20
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Revision: A

North:





(REFER TO SERIES BA 65-XX
FOR FURTHER DETAILS)



Rev	Description	By	Date
1	FOR COORDINATION	DM	20/06/15
2	FOR COORDINATION	TR	03/07/20
3	FOR COORDINATION	TR	17/07/20
4	PRELIMINARY	TR	28/07/20
5	FOR TENDER	TR	24/08/20
A	ISSUE FOR CONSTRUCTION	TR	17/11/20

Client

WORTH STREET PTY LTD

Construction and Project Management

Architect



Consultants	
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ADDRESS:
TEL/FAX:

Project

KINGSLAND
BLOCK 11 SECTION 132 CASEY

Drawing Title

LIGHTHOUSE - LEVEL 1



Project No.
917013.02

Document Control Status:

FOR CONSTRUCTION

A1 DRAWING SHEET

Co-ordinated:	TD
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CO-Ordinated:	TR
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Project Architect: TR

Project Director:

Drawing Number:

• • • • •

A 21-1-L1

Drawn:

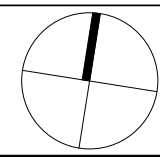
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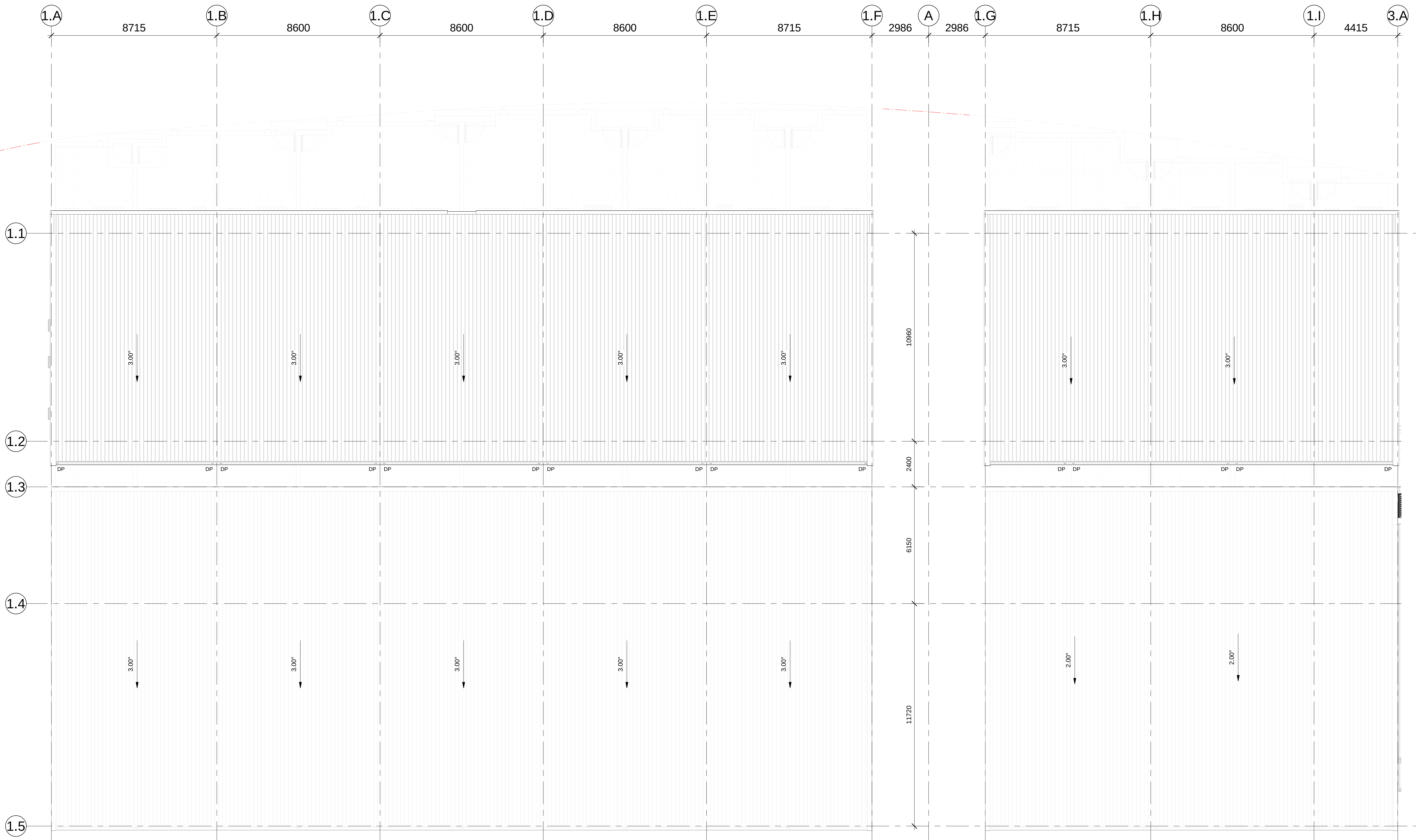
Scale: 1 = 100 @ A1

Date: 04/30/20

Revision: A

North:





BA 21-04 SCALE 1 : 100



AREA SCHEDULE - 2 STOREY LIGHTHOUSE	
Name	AREA
LIGHTHOUSE GROUND LEVEL (FRONT)	42 m ²
LIGHTHOUSE GROUND LEVEL (BACK)	24 m ²
LIGHTHOUSE GROUND LEVEL (GARAGE)	46 m ²
LIGHTHOUSE LEVEL 1	47 m ²
TOTAL	159 m ²

AREA CALCULATIONS ARE MEASURED TO THE INSIDE FACE OF THE PERIMETER WALLS AND PARTY WALLS



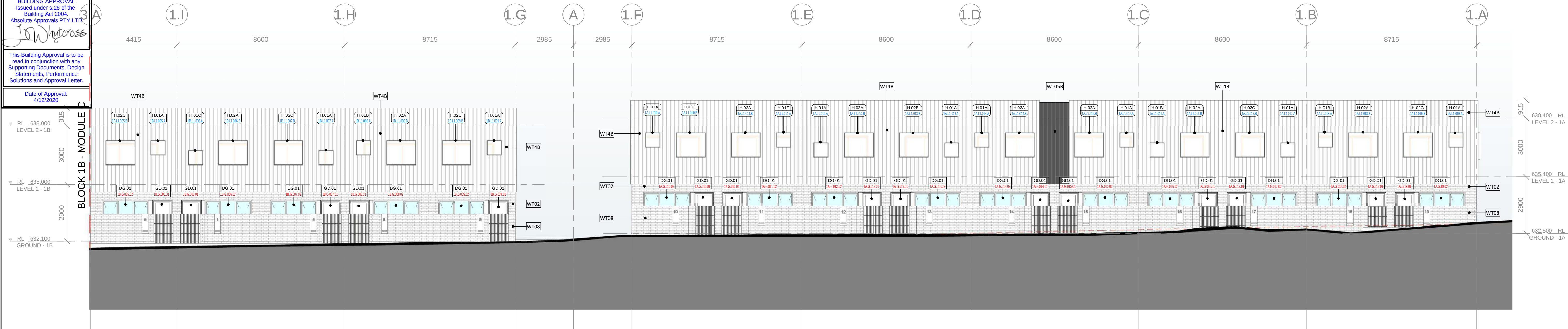
© COPYRIGHT COX ARCHITECTURE PTY LTD ANY FORM OF REPRODUCTION OF THIS DRAWING IN FULL OR IN PART WITHOUT THE WRITTEN PERMISSION OF COX ARCHITECTURE PTY LTD CONSTITUTES AN INFRINGEMENT OF COPYRIGHT				Client		Construction and Project Management		Architect		Consultants		Project		Document Control Status: FOR CONSTRUCTION		K		DRAWING SHEET		Drawn: DM	
Rev Description By Date				WORTH STREET PTY LTD		Elevated Living		Cox Architecture Level 1, 19 Eastlake Parade, Kingston, ACT 2604, Australia T + 61 2 6239 6255 www.coxarchitecture.com.au		NAME: ADDRESS: TELEFAX:		NAME: ADDRESS: TELEFAX:		KINGSLAND BLOCK 11 SECTION 132 CASEY		Scale: As indicated @ A1		KINGSLAND		As indicated @ A1	
1 PRELIMINARY TR 21/07/20										NAME: ADDRESS: TELEFAX:		NAME: ADDRESS: TELEFAX:				Project Architect: TR		Project Director: RM		Date: 04/17/20	
2 FOR TENDER TR 24/08/20										NAME: ADDRESS: TELEFAX:		NAME: ADDRESS: TELEFAX:		Drawing Title		A 50-02		Project No. 917013.02		Revision: A	
A ISSUE FOR CONSTRUCTION TR 17/11/20										NAME: ADDRESS: TELEFAX:		NAME: ADDRESS: TELEFAX:		TYPICAL 2 STOREYS LIGHHOUSE		Drawing Number:		North:			
																		Cox Architecture Pty Ltd ACN 002 535 891			

Absolute APPROVALS
Building Approvals
COLA LICENSE: 2010816
ABN: 84 621 622 919

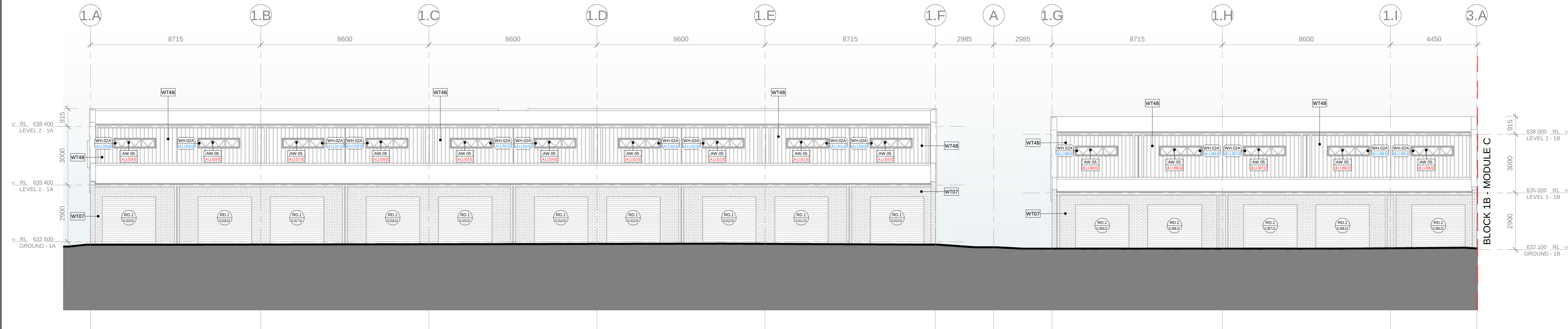
BCA Occupancy Class
1a & 1b
Type of Construction
N/A
BUILDING APPROVAL
Issued under s 28 of the
Building Act 2004.
Absolute Approvals PTY LTD
John Whytecross

This Building Approval is to be
read in conjunction with any
Supporting Documents, Design
Statements, Performance
Solutions and Approval Letter.

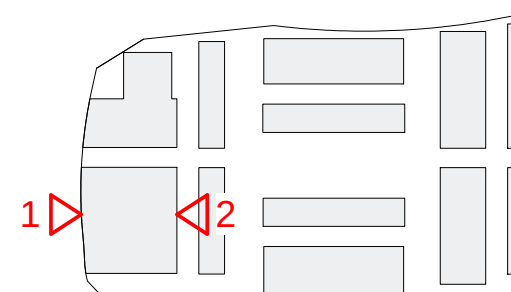
Date of Approval
4/12/2020



1 BLOCK 1A & 1B - OVERALL
AVENUE
BA 21-02
SCALE 1 : 100



2 BLOCK 1A & 1B - LANEWAY 1
BA 21-02
SCALE 1 : 100



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Rev	Description	By	Date
1	FOR COORDINATION	AK	24/04/20
2	FOR COORDINATION	TR	03/07/20
3	FOR COORDINATION	TR	20/07/20
4	FOR TENDER	TR	24/08/20
A	ISSUE FOR CONSTRUCTION	TR	17/11/20

Client
WORTH STREET PTY LTD

Construction and Project Management
**Elevated Living**

Architect
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Level 1, 19 Eastlake Parade,
Kingsland, ACT 2604, Australia
T + 61 2 6239 6255
www.coxarchitecture.com.au

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Project
KINGSLAND
BLOCK 11 SECTION 132 CASEY

Drawing Title
ELEVATION BLOCK 1A & 1B - PART 1



Project No.
917013.02

Document Control Status:
FOR CONSTRUCTION

A1 DRAWING SHEET

Co-ordinated: TR

Project Architect: TR

Project Director: RM

Drawing Number:

A 30-01

Cox Architecture Pty Ltd ACN 002 535 891

Drawn: DM

Scale: As indicated @ A1

Date: 04/17/20

Revision: A

North:

Absolute

APPROVALS

Building Certificates • Planning Permits

COLA LICENSE: 2019816

ABN: 84 621 622 919

BCA Occupancy Class

1a & 10a

Type of Construction

N/A

BUILDING APPROVAL

Issued under s 28 of the

Building Act 2004.

Absolute Approvals PTY LTD

J. Whyte

cross

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read in conjunction with any

Supporting Documents, Design

Statements, Performance

Solutions and Approval Letter.

Date of Approval

4/12/2020

1 BLOCK 1B - HORSE PARK DRIVE
SCALE 1 : 100

2 BLOCK 1B - GREENSPACE 2
SCALE 1 : 100

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Rev	Description	By	Date
1	FOR COORDINATION	AK	24/04/20
2	FOR COORDINATION	TR	03/07/20
3	FOR COORDINATION	TR	20/07/20
4	FOR TENDER	TR	24/08/20
A	ISSUE FOR CONSTRUCTION	TR	17/11/20

Client
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Project
KINGSLAND
BLOCK 11 SECTION 132 CASEY

Drawing Title
ELEVATION BLOCK 1A & 1B - PART 3

Project No.
917013.02

Document Control Status:
FOR CONSTRUCTION

A1 DRAWING SHEET	Drawn: DM
Co-ordinated: TR	Scale: As indicated @ A1
Project Architect: TR	Date: 04/17/20
Project Director: RM	Revision: A
Drawing Number: A 30-03	North:

Cox Architecture Pty Ltd ACN 002 535 891

53 of 81

Absolute

APPROVALS

Building Certificates • Planning

COLA LICENSE: 2010816

ABN: 84 621 622 919

BCA Occupancy Class

Ja & 10a

Type of Construction

N/A

BUILDING APPROVAL

Issued under s 28 of the

Building Act 2004.

Absolute Approvals PTY LTD

This Building Approval is to be

read in conjunction with any

Supporting Documents, Design

Statements, Performance

Solutions and Approval Letter.

Date of Approval

4/12/2020

1 BLOCK 1B - HORSE PARK DRIVE.
SCALE 1 : 100

2 BLOCK 1B - OVERALL AVENUE
SCALE 1 : 100

3 BLOCK 1B - LANEWAY 1
SCALE 1 : 100

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Rev	Description	By	Date
1	FOR COORDINATION	AK	24/04/20
2	FOR COORDINATION	TR	03/07/20
3	FOR COORDINATION	TR	20/07/20
4	FOR TENDER	TR	24/08/20
A	ISSUE FOR CONSTRUCTION	TR	17/11/20

Client
WORTH STREET PTY LTD

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www.coxarchitecture.com.au

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TELEFAX:

Project
KINGSLAND
BLOCK 11 SECTION 132 CASEY

Drawing Title
ELEVATION BLOCK 1A & 1B - PART 4

Project No.
917013.02

Document Control Status:
FOR CONSTRUCTION

Co-ordinated: TR	Drawn: DM
Project Architect: TR	Scale: As indicated @ A1
Project Director: RM	Date: 04/17/20
Drawing Number: A 30-04	Revision: A
	North:

Cox Architecture Pty Ltd ACN 002 535 891

54 of 81

Absolute APPROVALS
Building Certifications - Queensland

COLA LICENSE: 2019816
ABN: 84 621 622 919

BCA Occupancy Class
1a & 10a
Type of Construction
N/A
BUILDING APPROVAL
Issued under s 28 of the
Building Act 2004.
Absolute Approvals PTY LTD

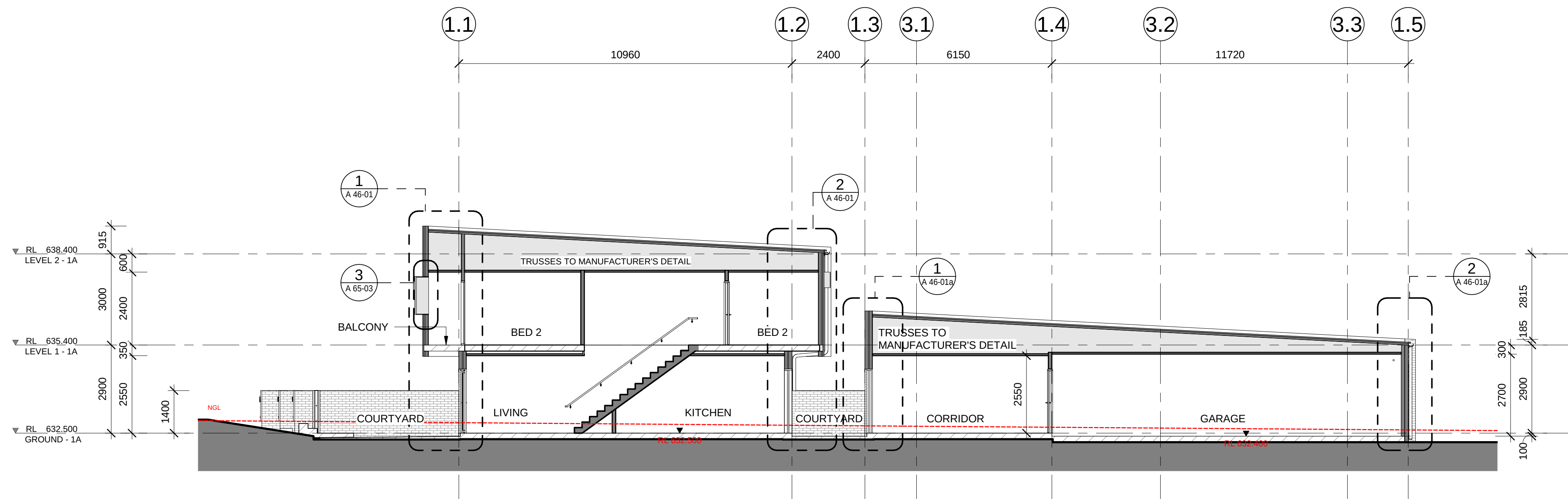
Jon Whytecross

This Building Approval is to be
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Statements, Performance
Solutions and Approval Letter.

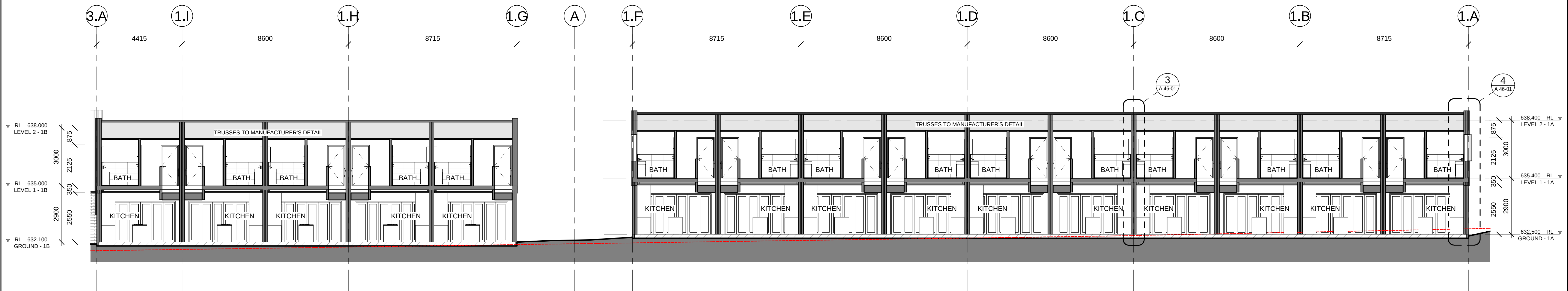
Date of Approval
4/12/2020

NOTES:

1. INSULATION SUPPLIER TO PROVIDE A CONDENSATION ASSESSMENT FOR TOTAL INSULATION SYSTEMS SPECIFIED
2. ALL WINDOW SHROUDS TO BE INSTALLED WITH OUTWARD DOWNSLOP TO PREVENT MOISTURE INGRESS
3. TERMITE MANAGEMENT SYSTEMS TO COMPLY WITH AS:3660



1
A 21-1-G
BA - LIGHTHOUSE - TYPICAL CROSS SECTION 1
SCALE 1 : 100



2
A 21-1-G
BA - LIGHTHOUSE- LONGITUDINAL SECTION 2
SCALE 1 : 100

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Rev	Description	By	Date
1	FOR COORDINATION	AK	24/04/20
2	FOR COORDINATION	TR	07/07/20
3	FOR COORDINATION	TR	17/07/20
4	FOR TENDER	TR	24/08/20
A	ISSUE FOR CONSTRUCTION	TR	17/11/20

Client

WORTH STREET PTY LTD

Construction and Project Management



Architect



Consultants

NAME:
ADDRESS:
TELEFAX:NAME:
ADDRESS:
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Project

KINGSLAND
BLOCK 11 SECTION 132 CASEY

Drawing Title

SECTIONS - LIGHTHOUSE

Project No.
917013.02

Document Control Status:

FOR CONSTRUCTION

A1 DRAWING SHEET

Co-ordinated: AK

Project Architect: TR

Project Director: RM

Drawing Number:
A 40-01

Cox Architecture Pty Ltd ACN 002 535 891

Drawn: DM

Scale: 1 : 100 @ A1

Date: 04/17/20

Revision: A

North:

Absolute APPROVALS
Building Certificates - Planning

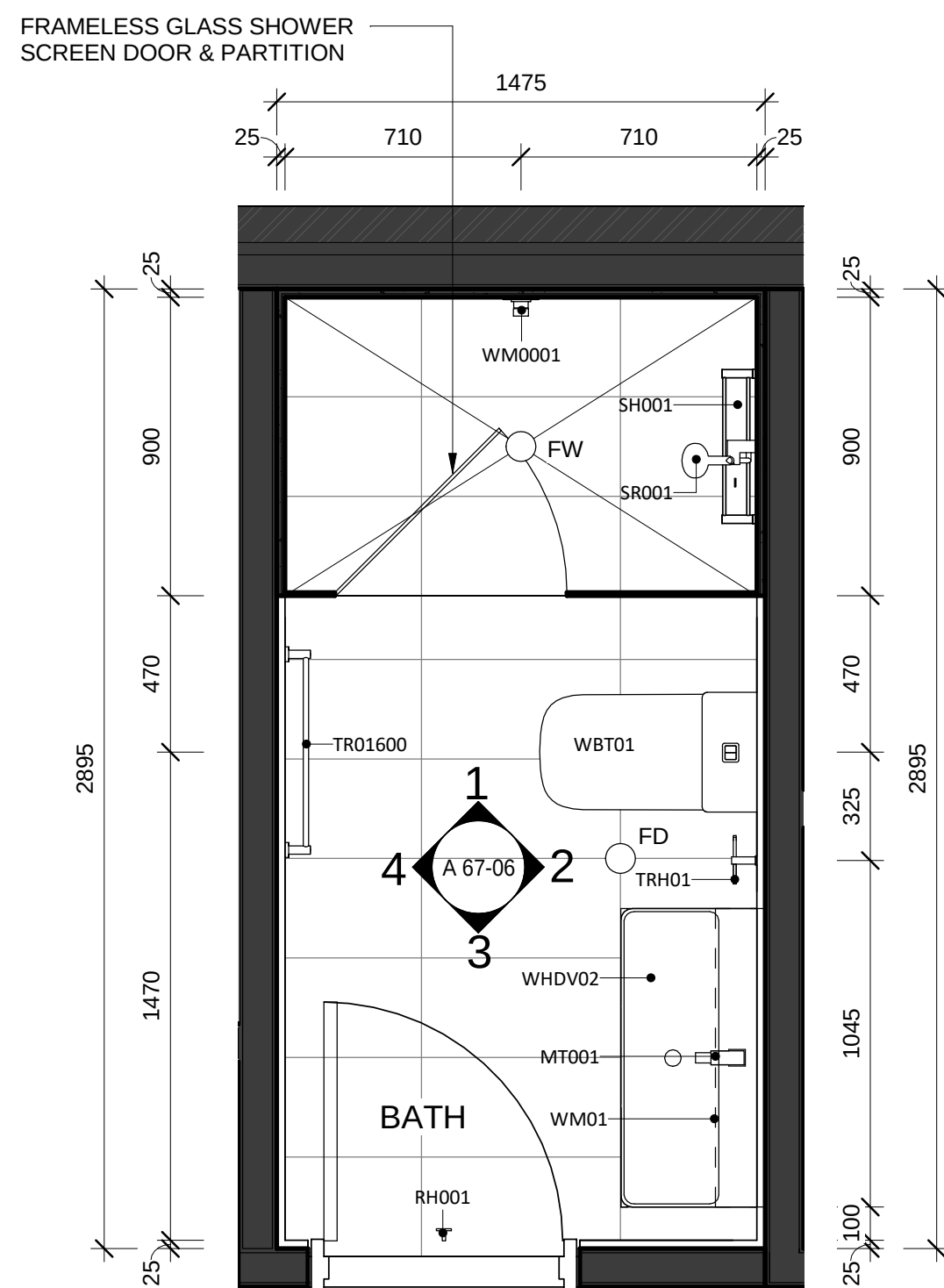
COLA LICENSE: 2019816
ABN: 84 621 622 919

BCA Occupancy Class
1a & 10a
Type of Construction
N/A
BUILDING APPROVAL
Issued under s 28 of the
Building Act 2004.
Absolute Approvals PTY LTD

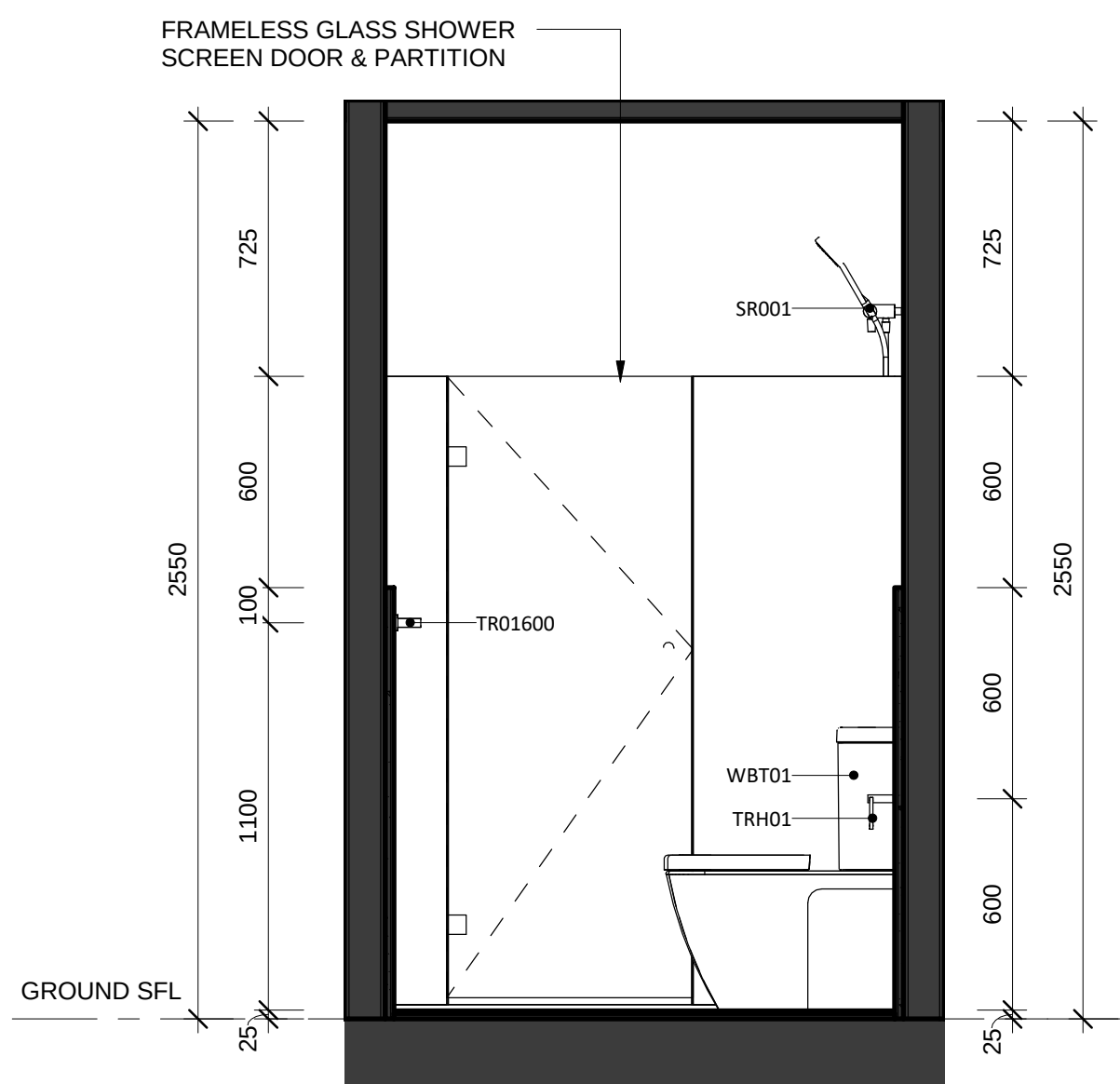
Jon Whytecross

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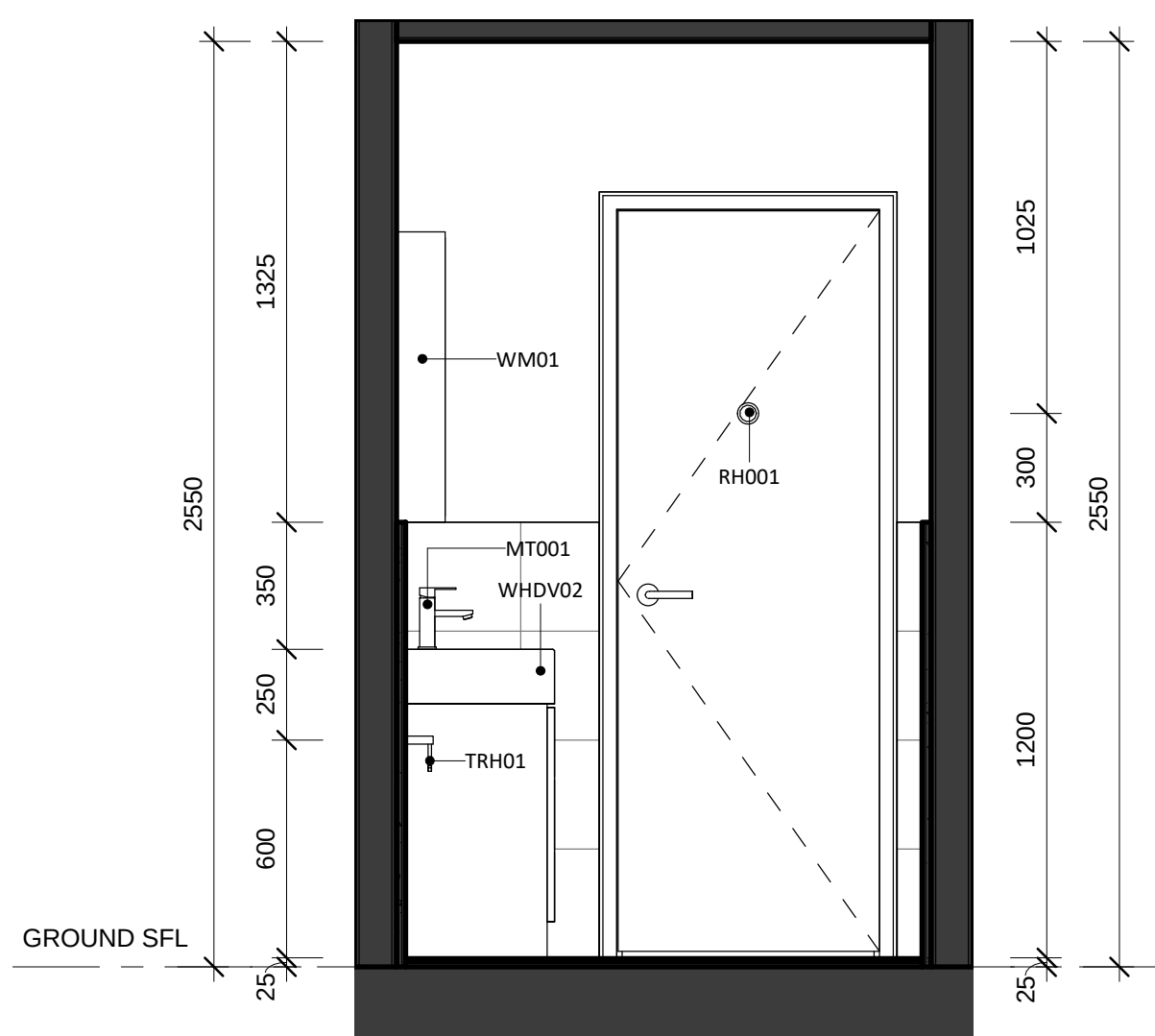
Date of Approval
4/12/2020



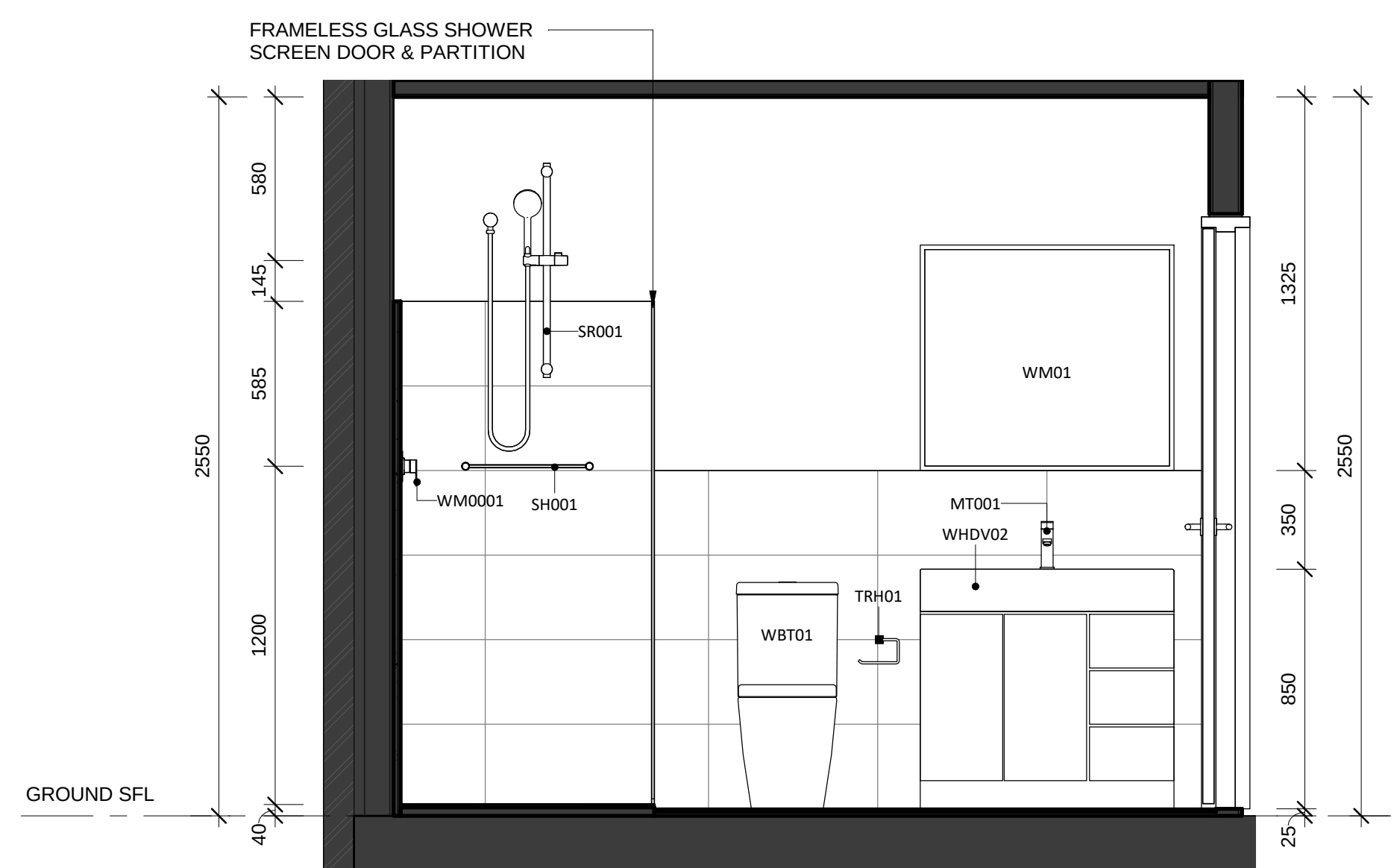
LIGHTHOUSE - BATH @ GROUND PLAN
SCALE 1 : 20



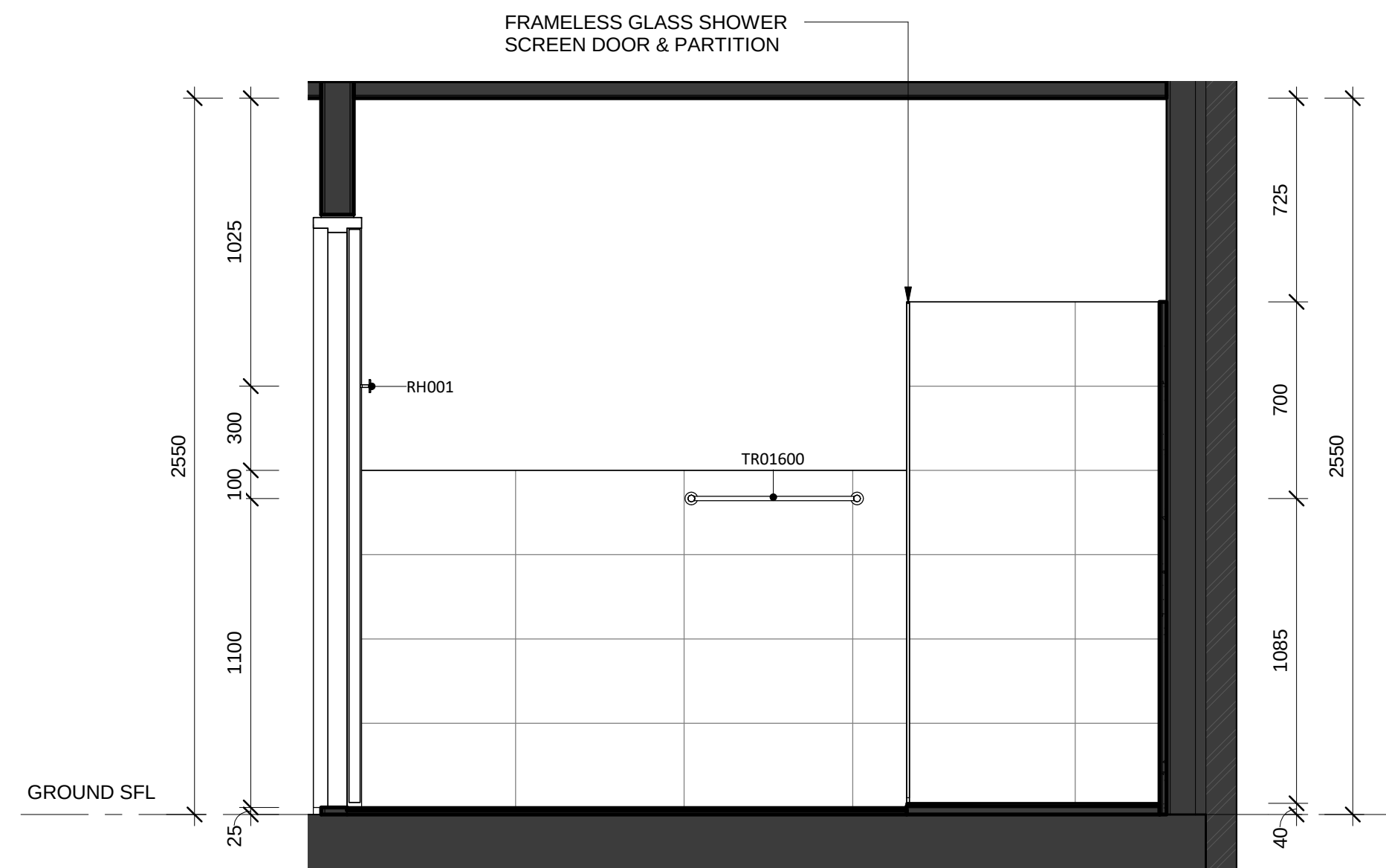
1 LIGHTHOUSE - BATH @ GROUND ELEVATION 1
SCALE 1 : 20



3 LIGHTHOUSE - BATH @ GROUND ELEVATION 3
SCALE 1 : 20



2 LIGHTHOUSE - BATH @ GROUND ELEVATION 2
SCALE 1 : 20



4 LIGHTHOUSE - BATH @ GROUND ELEVATION 4
SCALE 1 : 20

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Rev	Description	By	Date
1	PRELIMINARY	TR	28/07/20
2	FOR TENDER	TR	24/08/20
A	ISSUE FOR CONSTRUCTION	TR	17/11/20

Client

WORTH STREET PTY LTD



Architect

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Cox Architecture
Level 1, 19 Eastlake Parade,
Kingston, ACT 2604, Australia
T + 61 2 6239 6255
www.coxarchitecture.com.au

Consultants	
NAME: ADDRESS: TELEFAX:	NAME: ADDRESS: TELEFAX:
NAME: ADDRESS: TELEFAX:	NAME: ADDRESS: TELEFAX:
NAME: ADDRESS: TELEFAX:	NAME: ADDRESS: TELEFAX:

Project
KINGSLAND
BLOCK 11 SECTION 132 CASEY

Drawing Title
LIGHTHOUSE - BATH @ GROUND LEVEL DETAIL



Project No.
917013.02

Document Control Status:
FOR CONSTRUCTION

Co-ordinated: TR	Drawn: DM
Project Architect: TR	Scale: 1 : 20 @ A1
Project Director: RM	Date: 07/21/20
Drawing Number: A 67-06	Revision: A
North:	

Cox Architecture Pty Ltd ACN 002 535 891

Absolute

APPROVALS

Building Certificates & Compliance

Building Approvals

COLA LICENSE: 2019816

ABN: 84 621 622 919

BCA Occupancy Class

1a & 10a

Type of Construction

N/A

BUILDING APPROVAL

Issued under s 28 of the

Building Act 2004.

Absolute Approvals PTY LTD

John Whytecross

This Building Approval is to be

read in conjunction with any

Supporting Documents, Design

Statements, Performance

Solutions and Approval Letter.

Date of Approval

4/12/2020

LIGHTHOUSE - ENSUITE PLAN
SCALE 1 : 20

1
A 67-07
LIGHTHOUSE - ENSUITE ELEVATION 1
SCALE 1 : 20

2
A 67-08
LIGHTHOUSE - ENSUITE ELEVATION 2
SCALE 1 : 20

3
A 67-07
LIGHTHOUSE - ENSUITE ELEVATION 3
SCALE 1 : 20

4
A 67-08
LIGHTHOUSE - ENSUITE ELEVATION 4
SCALE 1 : 20

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Drawing Title LIGHTHOUSE - ENSUITE DETAIL				Project No. 917013.02		Drawing Number: A 67-08		Drawn: DM		Scale: 1 : 20 @ A1		Date: 07/21/20		Revision: A		North:																																	
Cox Architecture Pty Ltd ACN 002 535 891																																																	

57 of 81

Absolute APPROVALS
Building Certificates & Approvals

COLA LICENSE: 2019816
ABN: 84 621 622 919

BCA Occupancy Class
1a & 10a
Type of Construction
N/A
BUILDING APPROVAL
Issued under s 28 of the
Building Act 2004.
Absolute Approvals PTY LTD

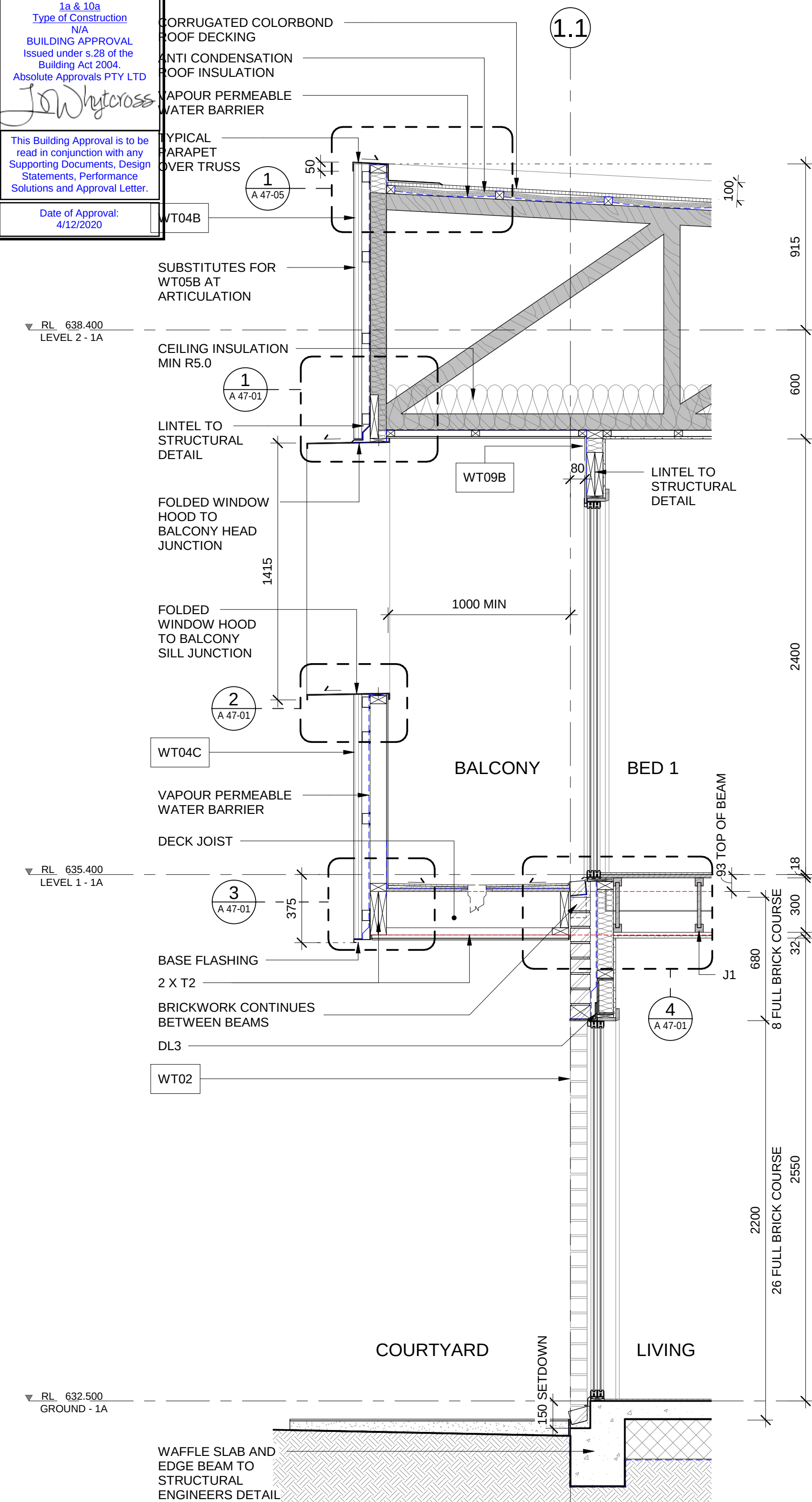
John Whycross

This Building Approval is to be
read in conjunction with any
Supporting Documents, Design
Statements, Performance
Solutions and Approval Letter.

Date of Approval
4/12/2020

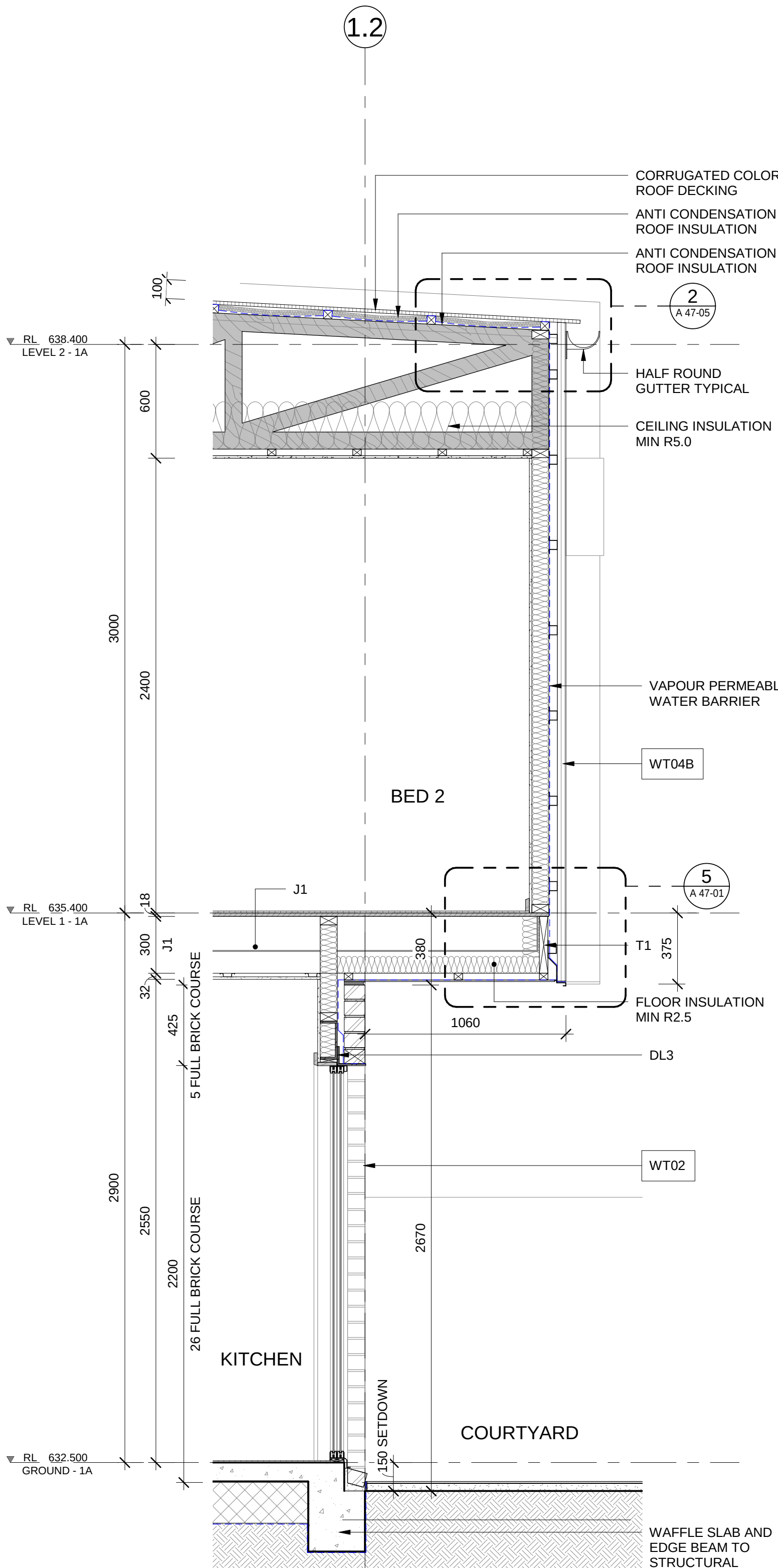
NOTES:

1. INSULATION SUPPLIER TO PROVIDE A CONDENSATION ASSESSMENT FOR TOTAL INSULATION SYSTEMS SPECIFIED
2. ALL WINDOW SHROUDS TO BE INSTALLED WITH OUTWARD DOWNSLOP TO PREVENT MOISTURE INGRESS
3. TERMITE MANAGEMENT SYSTEMS TO COMPLY WITH AS:3660



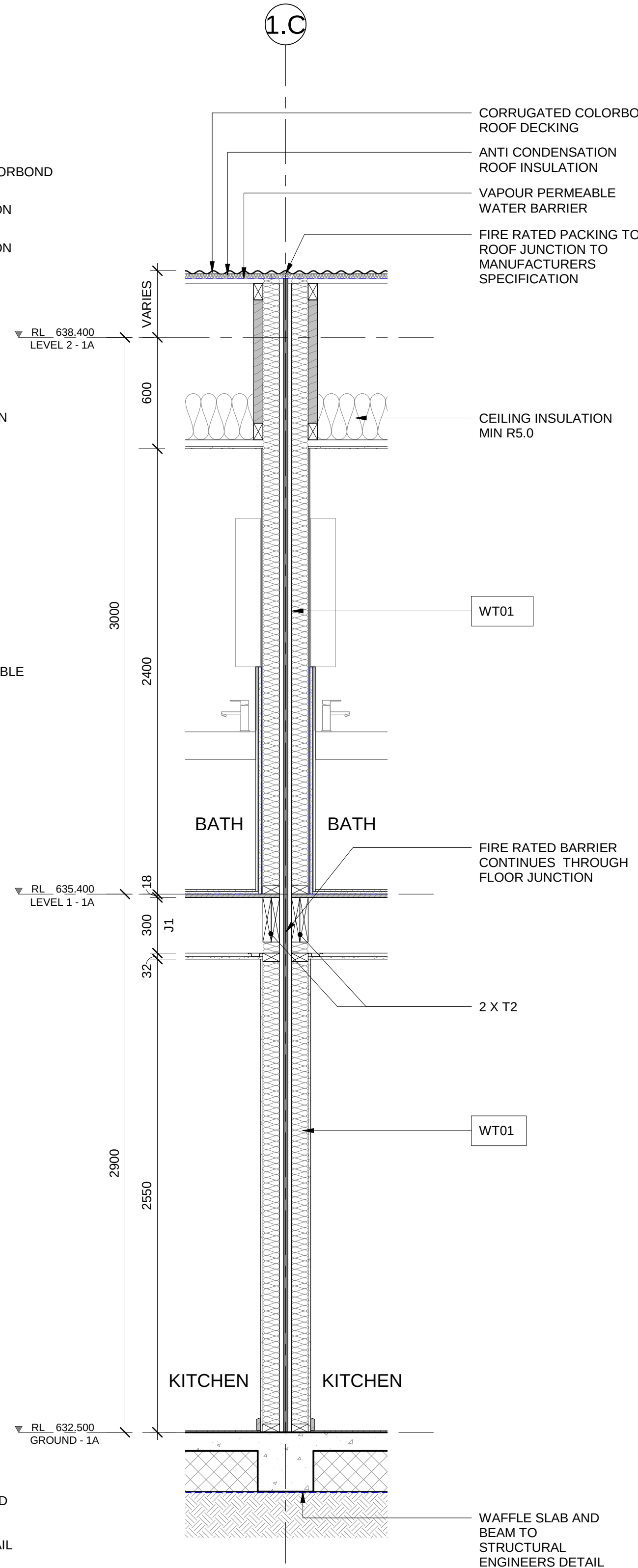
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SCALE 1 : 20



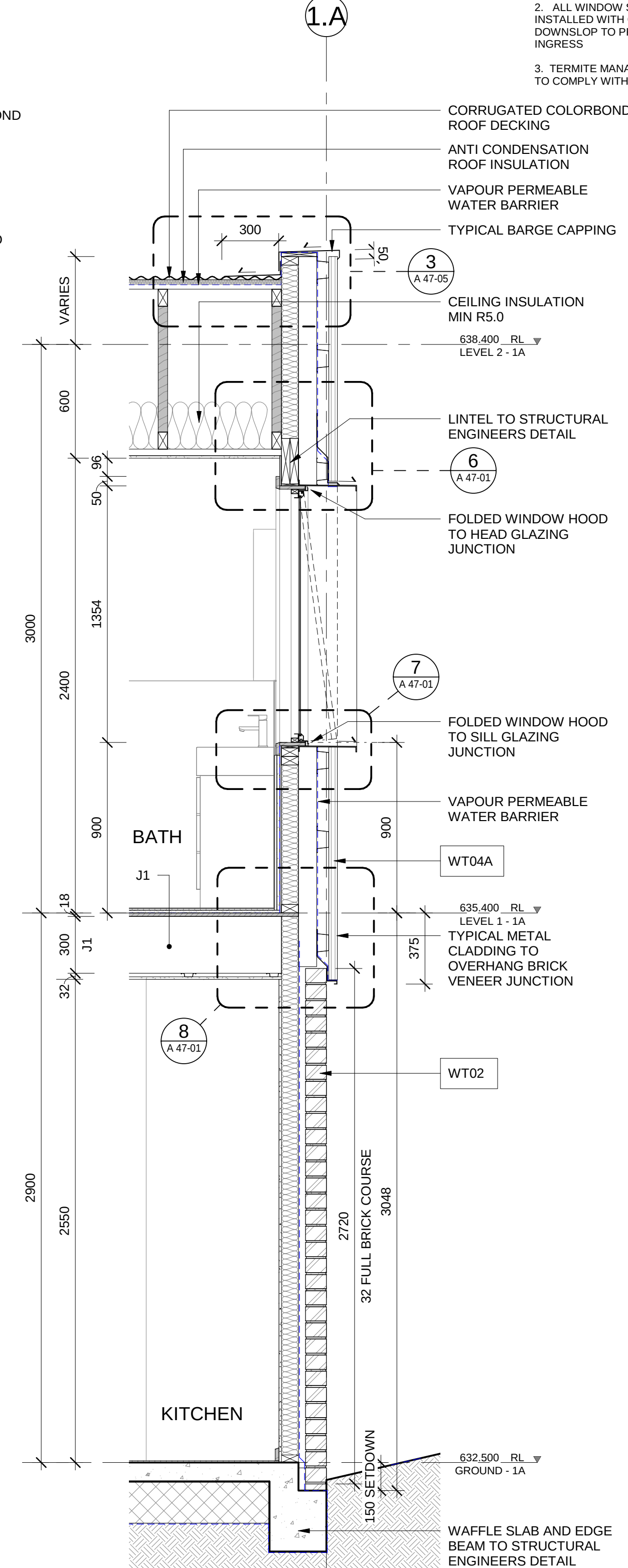
2 BA DETAIL SECTION 1.2

SCALE 1 : 20



3 BA DETAIL SECTION 1.3

SCALE 1 : 20



4 BA DETAIL SECTION 1.4

SCALE 1 : 20

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Rev	Description	By	Date
1	FOR COORDINATION	TR	14/07/20
2	FOR COORDINATION	TR	20/07/20
3	FOR COORDINATION	TR	10/08/20
4	FOR TENDER	TR	24/08/20
A	ISSUE FOR CONSTRUCTION	TR	17/11/20

Client

WORTH STREET PTY LTD

Construction and Project Management

Elevated Living

Architect

COX

Cox Architecture
Level 1, 19 Eastlake Parade,
Kingston, ACT 2604, Australia
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Consultants

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TELEFAX:

Project

KINGSLAND
BLOCK 11 SECTION 132 CASEY

Drawing Title

LIGHTHOUSE DETAIL SECTIONS (PART 1)

Project No.

917013.02

Document Control Status:

FOR CONSTRUCTION

Co-ordinated: TR	Drawn: DM
Project Architect: TR	Scale: As indicated @ A1
Project Director: RM	Date: 05/15/20
Drawing Number: A 46-01	Revision: A
Cox Architecture Pty Ltd ACN 002 535 891	North:

INSULATION SUPPLIER TO PROVIDE A CONDENSATION ASSESSMENT FOR TOTAL INSULATION SYSTEMS SPECIFIED

ALL WINDOW SHROUDS TO BE INSTALLED WITH OUTWARD DOWNSLOP TO PREVENT MOISTURE INGRESS

TERMITE MANAGEMENT SYSTEMS TO COMPLY WITH AS:3660

[illegible]

Client

WORTH STREET PTY LTD



Architect

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NAME: ADDRESS: TEL/FAX:	NAME: ADDRESS: TEL/FAX:
NAME: ADDRESS: TEL/FAX:	NAME: ADDRESS: TEL/FAX:

Project

KINGSLAND

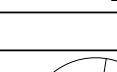
BLOCK 11 SECTION 132 CASEY

Drawing Title

LIGHTHOUSE DETAIL SECTIONS (PART 2)



Project No.
917013.02

Document Control Status: FOR CONSTRUCTION	
A1 DRAWING SHEET	Drawn: DM Date: As indicated @ A1 Scale: 11/06/20 Revision: A North: 
Co-ordinated: TR Project Architect: TR Project Director: RM Drawing Number: A 46-01a	
Cox Architecture Pty Ltd ACN 002 535 891	

Delegate name ANITA YUSOFF
Date 23/3/2022

DRAWING TO BE READ IN CONJUNCTION WITH CIVIL, ELECTRICAL ENGINEER'S AND OTHER SERVICES DRAWINGS.

	SITE BOUNDARY
	SITE RL
	SITE SETBACK
	UNIT NUMBER
	ADAPTABLE UNIT

SITE AREA:	18583m ²
PLOT RATIO ALLOWED:	80%
PROPOSED PLOT RATIO:	62.8%
COMMUNAL OPEN SPACES	3085m ²
OTHER GREEN SPACES	510m ²
TOTAL	3595m ²

TOTAL GFA:	11677m ²
GROUND FLOOR GFA:	5344m ²
FIRST FLOOR GFA:	4875m ²
SECOND FLOOR GFA:	1458m ²

TOTAL TERRACES:	105
TERRACE MIX:	
1 STOREY TOWNIES 1 BED	8
2 STOREYS TOWNIES 1 BED + STUDY	9
2 STOREYS TOWNHOUSE 2 BED A	24
2 STOREYS TOWNHOUSE 2 BED B	24
2 STOREYS LIGHTHOUSE 3 BED	15
3 STOREYS TOWERHAUS 3 BED	25

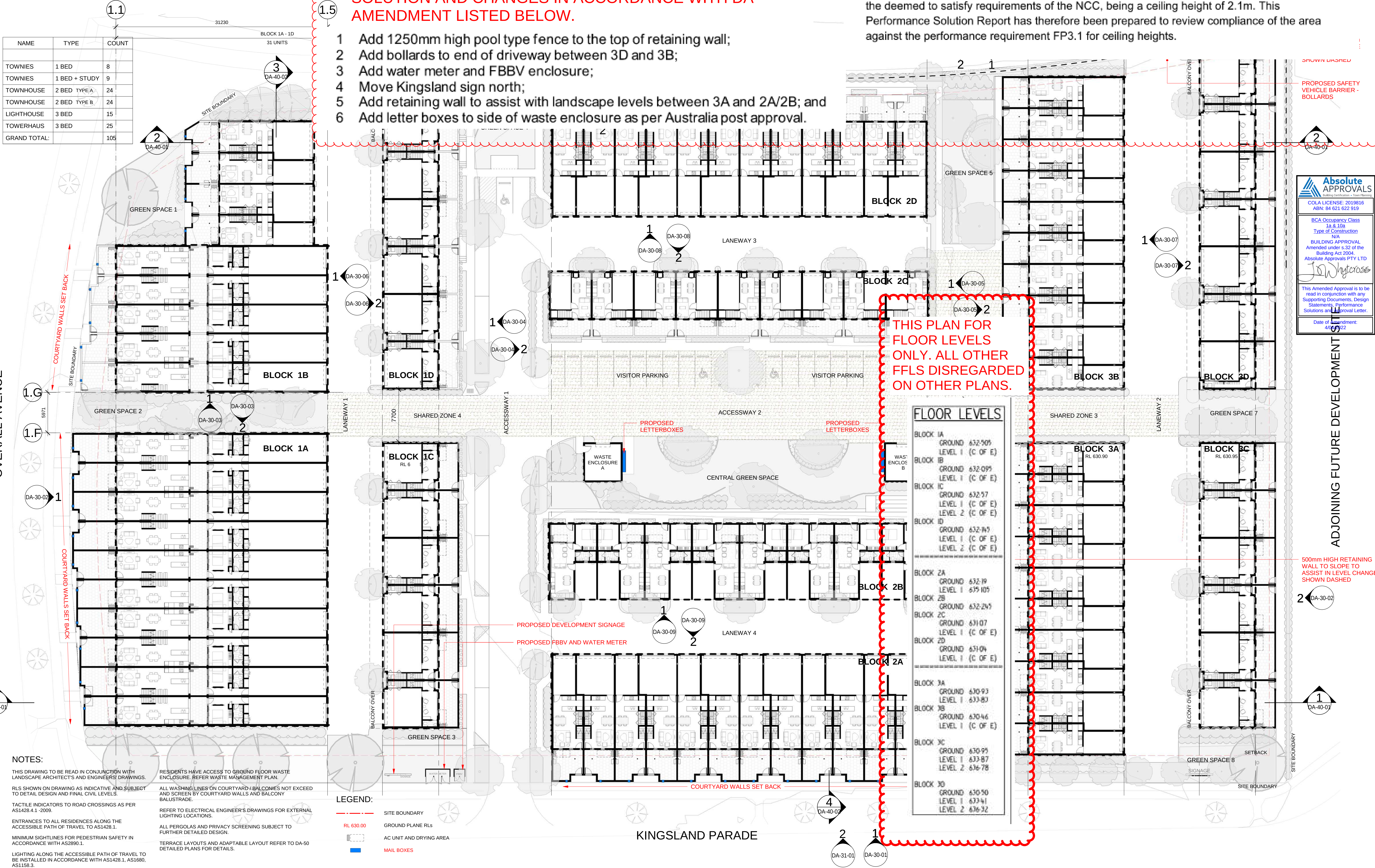
TERRACE PRIVATE PARKING SPACES:	
TOTAL PARKING SPACES:	169
1 STOREY TOWNIES 1 BED	8
2 STOREYS TOWNIES 1 BED + STUDY	9
2 STOREYS TOWNHOUSE 2 BED A	1 x 24
2 STOREYS TOWNHOUSE 2 BED B	2 x 24
2 STOREYS LIGHTHOUSE 3 BED	2 x 15
3 STOREYS TOWERHAUS 3 BED	2 x 25
ON SITE PUBLIC PARKING SPACES:	
	28
ON SITE BICYCLE PARKING SPACES:	
FOR RESIDENCE:	WITHIN GARAGE / CARPORT
FOR PUBLIC / VISITORS	TBC

1. ADD 1250mm HIGH FENCE TO TOP OF RETAINING WALL SHOWN DASHED
2. ADD SAFETY VEHICLE BARRIER - BOLLARDS TO END OF DRIVEWAY
3. ADD WATER METER AND FBBV ENCLOSURE
4. MOVE KINGSLAND DEVELOPMENT SIGNAGE NORTH
5. ADD 500mm HIGH RETAINING WALL TO ASSIST WITH LANDSCAPE LEVELS CHANGE SHOWN DASHED
6. ADD LETTER BOXES TO SIDE OF WASTE ENCLOSURE AS PER AUSTRALIA POST APPROVAL

AMENDED BUILDING APPROVAL FOR FFLS, PERFORMANCE SOLUTION AND CHANGES IN ACCORDANCE WITH DA AMENDMENT LISTED BELOW.

- 1 Add 1250mm high pool type fence to the top of retaining wall;
- 2 Add bollards to end of driveway between 3D and 3B;
- 3 Add water meter and FBBV enclosure;
- 4 Move Kingsland sign north;
- 5 Add retaining wall to assist with landscape levels between 3A and 2A/2B; and
- 6 Add letter boxes to side of waste enclosure as per Australia post approval.

The ceiling height in Unit 2C within the stairway and Garage in a localized area does not meet the deemed to satisfy requirements of the NCC, being a ceiling height of 2.1m. This Performance Solution Report has therefore been prepared to review compliance of the area against the performance requirement FP3.1 for ceiling heights.



NOTES:

THIS DRAWING TO BE READ IN CONJUNCTION WITH LANDSCAPE ARCHITECTS AND ENGINEERS' DRAWINGS.

RLS SHOWN ON DRAWING AS INDICATIVE AND SUBJECT TO DETAIL DESIGN AND FINAL CIVIL LEVELS.

TACTILE INDICATORS TO ROAD CROSSINGS AS PER AS1428.4.1 - 2009.

ENTRANCES TO ALL RESIDENCES ALONG THE ACCESSIBLE PATH OF TRAVEL TO AS1428.1.

MINIMUM SIGHTLINES FOR PEDESTRIAN SAFETY IN ACCORDANCE WITH AS2890.1.

LIGHTING ALONG THE ACCESSIBLE PATH OF TRAVEL TO BE INSTALLED IN ACCORDANCE WITH AS1428.1, AS1690, AS1158.3.

RESIDENTS HAVE ACCESS TO GROUND FLOOR WASTE ENCLOSURE. REFER WASTE MANAGEMENT PLAN.

ALL WASHING LINES ON COURTYARD / BALCONIES NOT EXCEED AND SCREEN BY COURTYARD WALLS AND BALCONY BALUSTRADE.

REFER TO ELECTRICAL ENGINEER'S DRAWINGS FOR EXTERNAL LIGHTING LOCATIONS.

ALL PERGOLAS AND PRIVACY SCREENING SUBJECT TO FURTHER DETAILED DESIGN.

TERRACE LAYOUTS AND ADAPTABLE LAYOUT REFER TO DA-50 DETAILED PLANS FOR DETAILS.

- LEGEND:**
- SITE BOUNDARY
 - RL 630.00 GROUND PLANE RLS
 - AC UNIT AND DRYING AREA
 - MAIL BOXES

Absolute APPROVALS
COLA LICENSE: 2019816
ABN: 84 621 622 919

BCA Occupancy Class
1a & 10a
Type of Construction
N/A
BUILDING APPROVAL
Amended under s.32 of the
Building Act 2004.
Absolute Approvals PTY LTD
Solutions and Approval Letter.

John Winters

This Amended Approval is to be read in conjunction with any Supporting Documents, Design Statements, Performance Solutions and Approval Letter.

Date of Amendment: 4/10/22

NAME	TYPE	COUNT
TOWNIES	1 BED	8
TOWNIES	1 BED + STUDY	9
TOWNHOUSE	2 BED TYPE A	24
TOWNHOUSE	2 BED TYPE B	24
LIGHTHOUSE	3 BED	15
TOWERHAUS	3 BED	25
GRAND TOTAL:		105

OVERALL AVENUE

HORSE PARK DRIVE

KINGSLAND PARADE

ADJOINING FUTURE DEVELOPMENT SITE

NOTES:

THIS DRAWING TO BE READ IN CONJUNCTION WITH LANDSCAPE ARCHITECT'S AND ENGINEERS' DRAWINGS.
RLS SHOWN ON DRAWING AS INDICATIVE AND SUBJECT TO DETAIL DESIGN AND FINAL CIVIL LEVELS.
TACTILE INDICATORS TO ROAD CROSSINGS AS PER AS1428.4.1 - 2009.
ENTRANCES TO ALL RESIDENCES ALONG THE ACCESSIBLE PATH OF TRAVEL TO AS1428.1.
MINIMUM SIGHTLINES FOR PEDESTRIAN SAFETY IN ACCORDANCE WITH AS2890.1.
LIGHTING ALONG THE ACCESSIBLE PATH OF TRAVEL TO BE INSTALLED IN ACCORDANCE WITH AS1428.1, AS1690, AS1158.3.

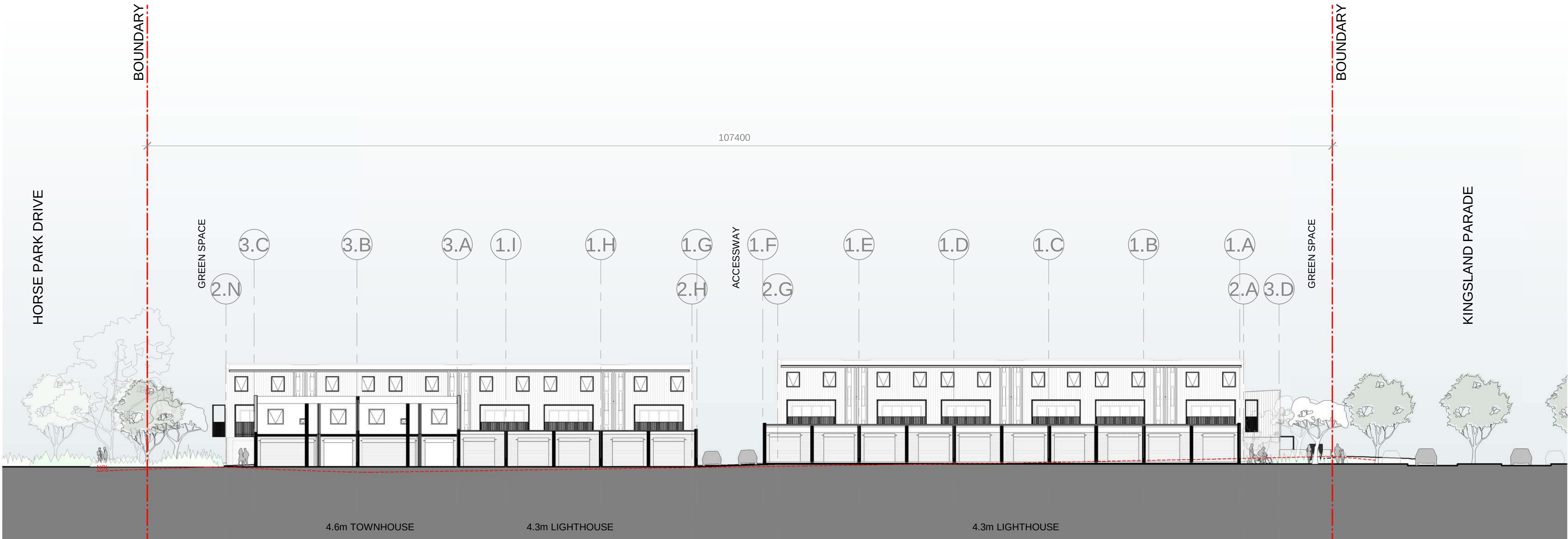
RESIDENTS HAVE ACCESS TO GROUND FLOOR WASTE ENCLOSURE. REFER WASTE MANAGEMENT PLAN.
ALL WASHING LINES ON COURTYARD / BALCONIES NOT EXCEED AND SCREEN BY COURTYARD WALLS AND BALCONY BALUSTRADE.
REFER TO ELECTRICAL ENGINEER'S DRAWINGS FOR EXTERNAL LIGHTING LOCATIONS.
ALL PERGOLAS AND PRIVACY SCREENING SUBJECT TO FURTHER DETAILED DESIGN.
TERRACE LAYOUTS AND ADAPTABLE LAYOUT REFER TO DA-50 DETAILED PLANS FOR DETAILS.

LEGEND:

- SITE BOUNDARY
- RL 630.00 GROUND PLANE RLS
- AC UNIT AND DRYING AREA
- MAIL BOXES

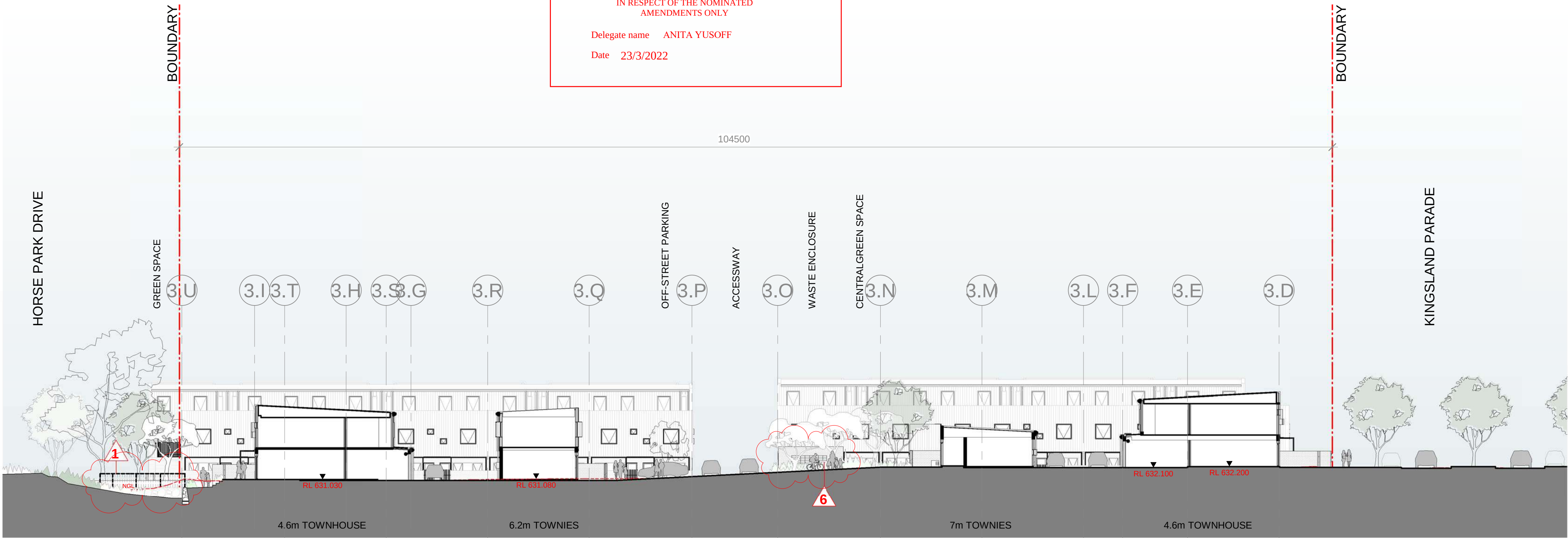
PLANNING AND DEVELOPMENT ACT 2007
APPROVAL AMENDED
PURSUANT TO SECTION 198
IN RESPECT OF THE NOMINATED
AMENDMENTS ONLY

Delegate name ANITA YUSOFF
Date 23/3/2022



TYPICAL SECTION 03
SCALE 1 : 250

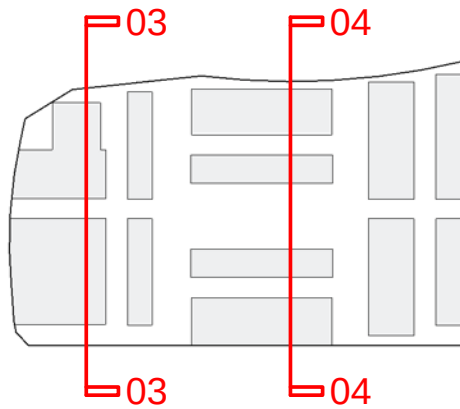
PLANNING AND DEVELOPMENT ACT 2007
APPROVAL AMENDED
PURSUANT TO SECTION 198
IN RESPECT OF THE NOMINATED
AMENDMENTS ONLY
Delegate name ANITA YUSOFF
Date 23/3/2022



TYPICAL SECTION 04
SCALE 1 : 250

AMENDMENTS:

1. ADD 1250mm HIGH FENCE TO TOP OF RETAINING WALL SHOWN DASHED
2. ADD SAFETY VEHICLE BARRIER - BOLLARDS TO END OF DRIVEWAY
3. ADD WATER METER AND FBBV ENCLOSURE
4. MOVE KINGSLAND DEVELOPMENT SIGNAGE NORTH
5. ADD 500mm HIGH RETAINING WALL TO ASSIST WITH LANDSCAPE LEVELS CHANGE SHOWN DASHED
6. ADD LETTER BOXES TO SIDE OF WASTE ENCLOSURE AS PER AUSTRALIA POST APPROVAL



GAS DESIGN NOTES:

- Ø25Cu - 250Mj/Hr - 35m MAX.
- Ø25Cu - 350Mj/Hr - 20m MAX.
- Ø32Cu - 250Mj/Hr - 120m MAX.
- Ø32Cu - 350Mj/Hr - 65m MAX.

DRAINAGE PLAN DETAILS

PLAN No: _____
OWNER: ELEVATED LIVING
BLOCK: 11 SECTION: 132
SUBURB: CASEY

PLAN OF SANITARY DRAINAGE
AND WATER SUPPLY

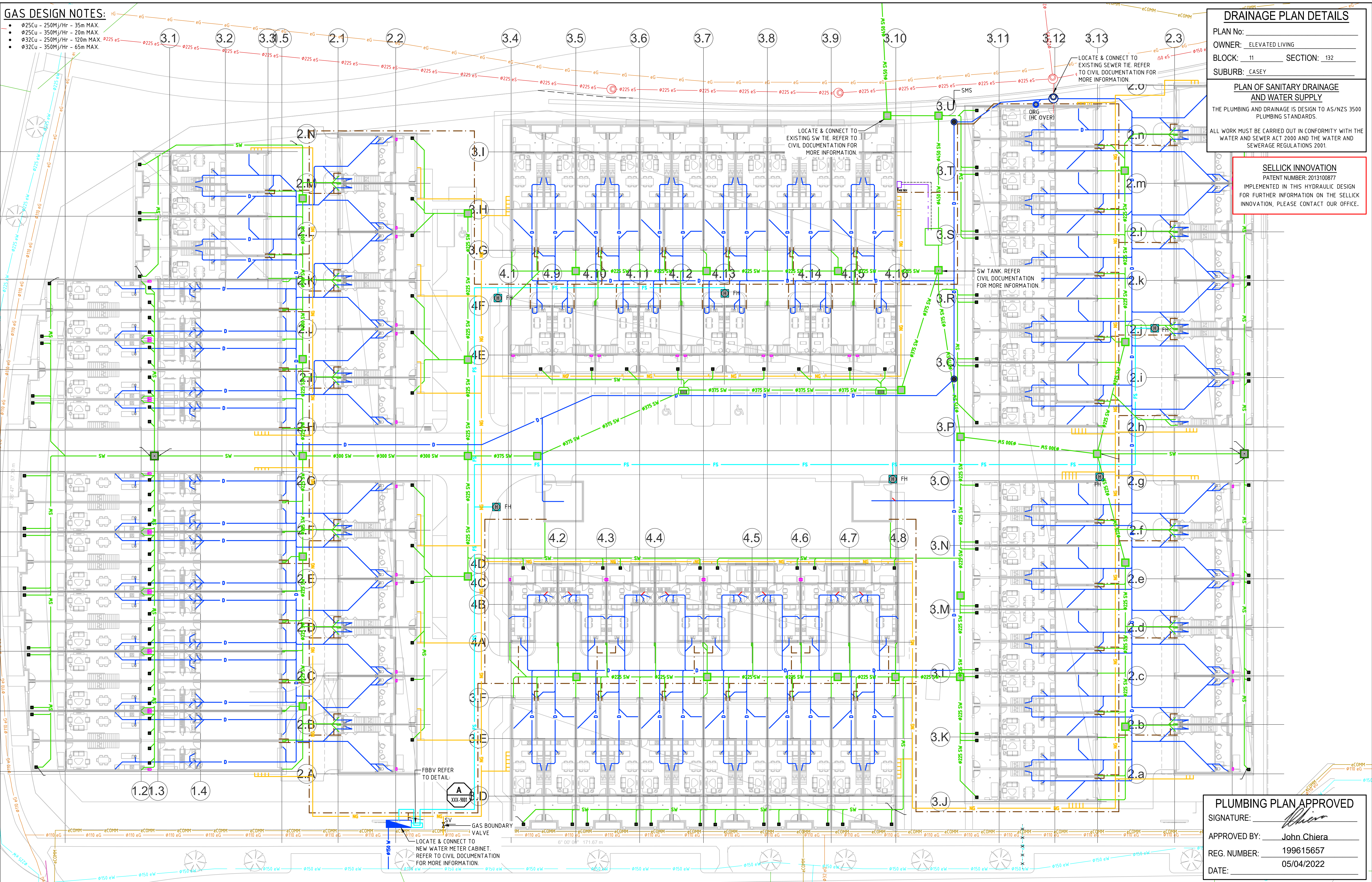
THE PLUMBING AND DRAINAGE IS DESIGN TO AS/NZS 3500
PLUMBING STANDARDS.

ALL WORK MUST BE CARRIED OUT IN CONFORMITY WITH THE
WATER AND SEWER ACT 2000 AND THE WATER AND
SEWERAGE REGULATIONS 2001.

SELICK INNOVATION

PATENT NUMBER: 2013100877
IMPLEMENTED IN THIS HYDRAULIC DESIGN
FOR FURTHER INFORMATION ON THE SELICK
INNOVATION, PLEASE CONTACT OUR OFFICE.

File Name: P:\2019\190988_Casey-Multi-Unit-Development-B1-S132\04_CAD\4.2_Drawings\HYD\190988-drg-hyd-000-2001.dwg



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B	FOR CERTIFICATION/CONSTRUCTION	07.12.20	JS
A	FOR CERTIFICATION/CONSTRUCTION	04.09.20	JS
3	FOR BA/TENDER	17.08.20	JS
2	FOR INFORMATION	25.06.20	JS
1	FOR INFORMATION	09.06.20	JS
Rev	Description	Date	Drawn By

Scales

0 5 7.5 10 12.5m

1:250 @ A1

North

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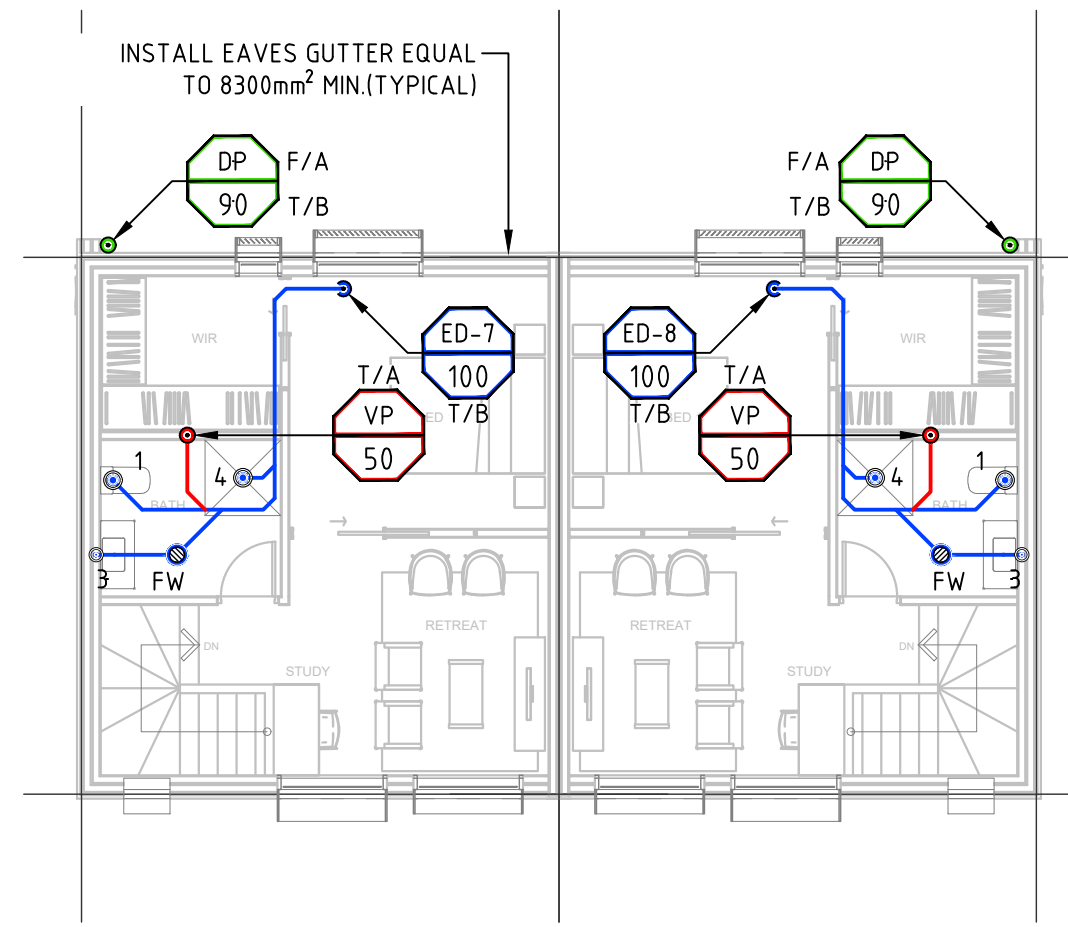
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Date Plotted	5-Apr-22	Designed By	LH
Coordinate System	STROMLO GRID	Approved	BW
Height Datum	AHD	Approved Date	05.04.22
		Approved Signature	

Project Name and Location		KINGSLAND	
		BLOCK 11 SECTION 132 CASEY	
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Project Number	190988	Type	DRG
Discipline	HYD	Drawing Number	000
Level	20	Series	01
No	01	Rev	C

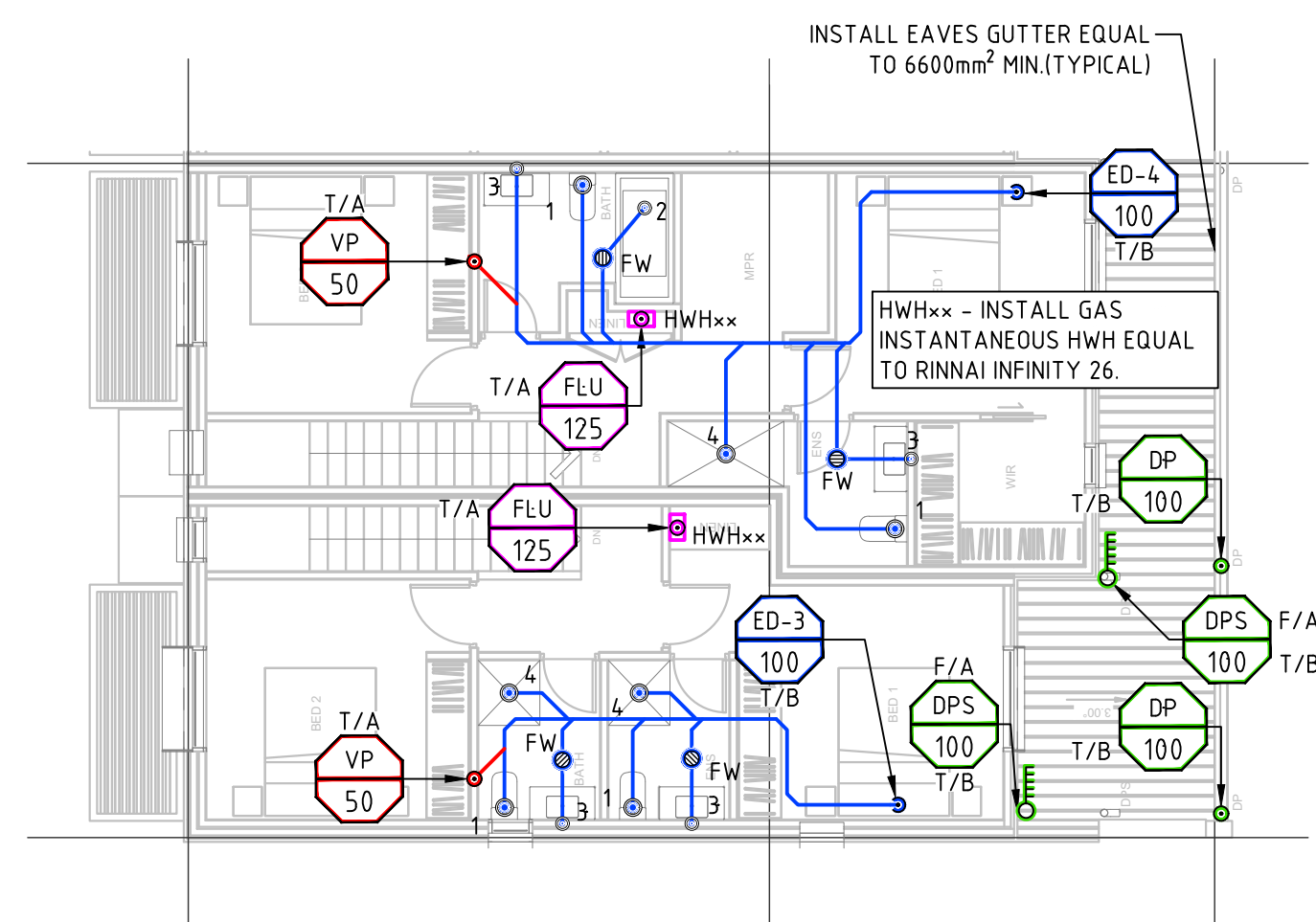


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KINGSLAND BLOCK 11 SECTION 132 CASEY						
Drawing Title						
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			Level	Series	No	
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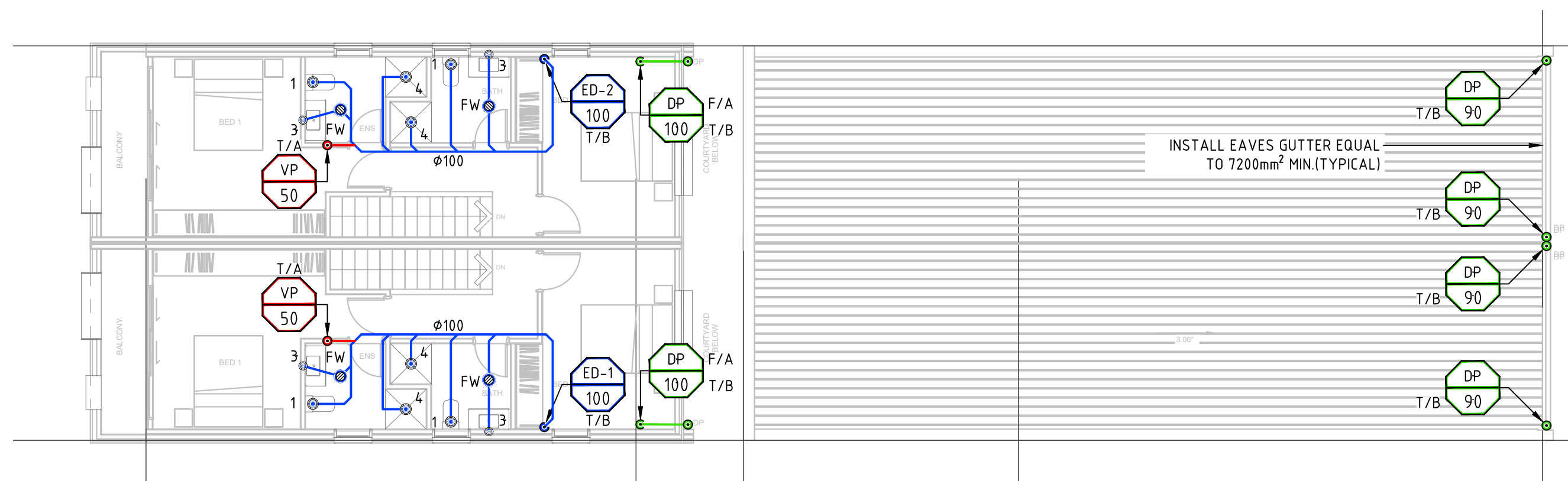
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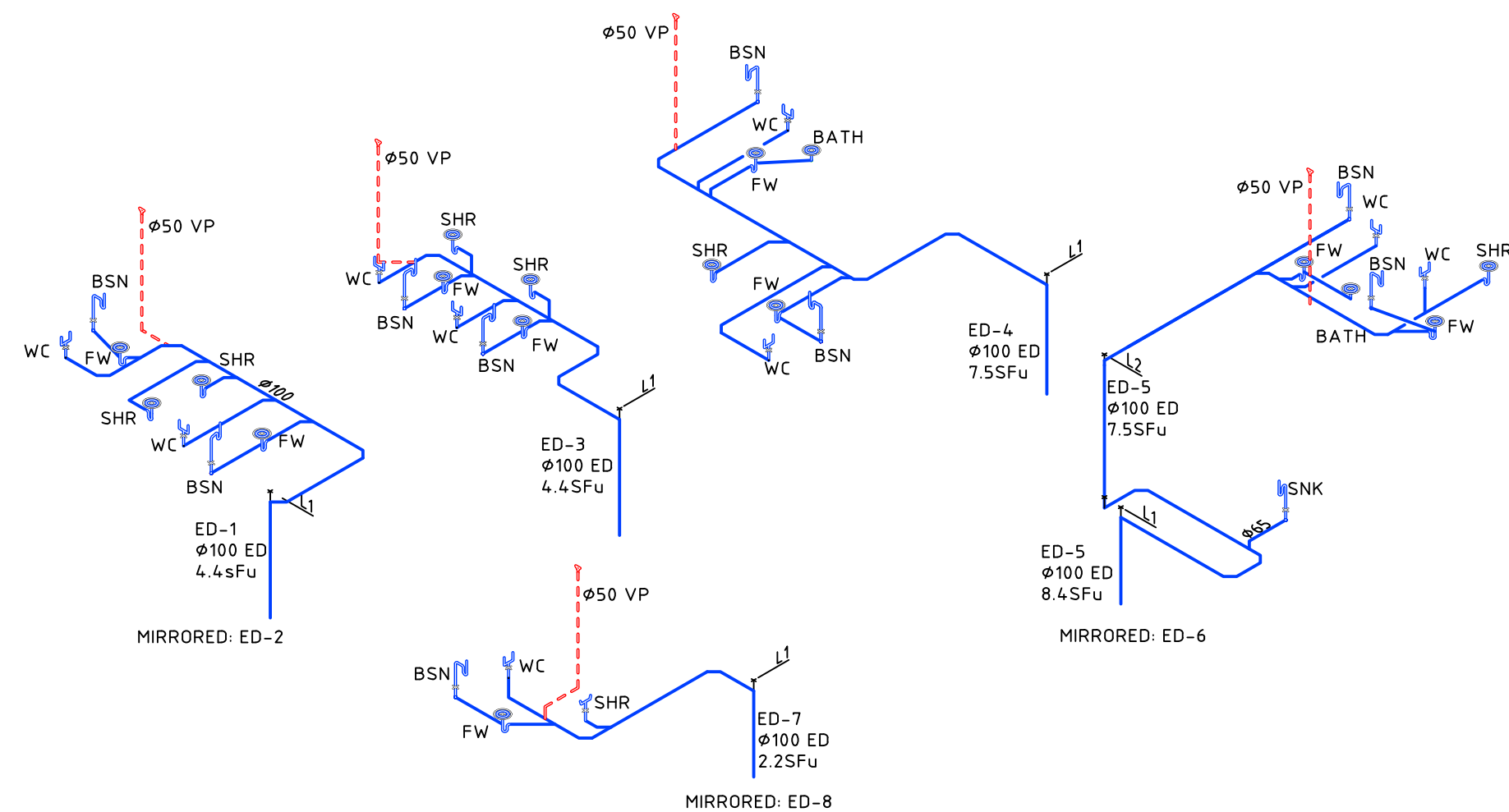
TYPICAL 2 STOREYS TOWNIES
LEVEL ONE



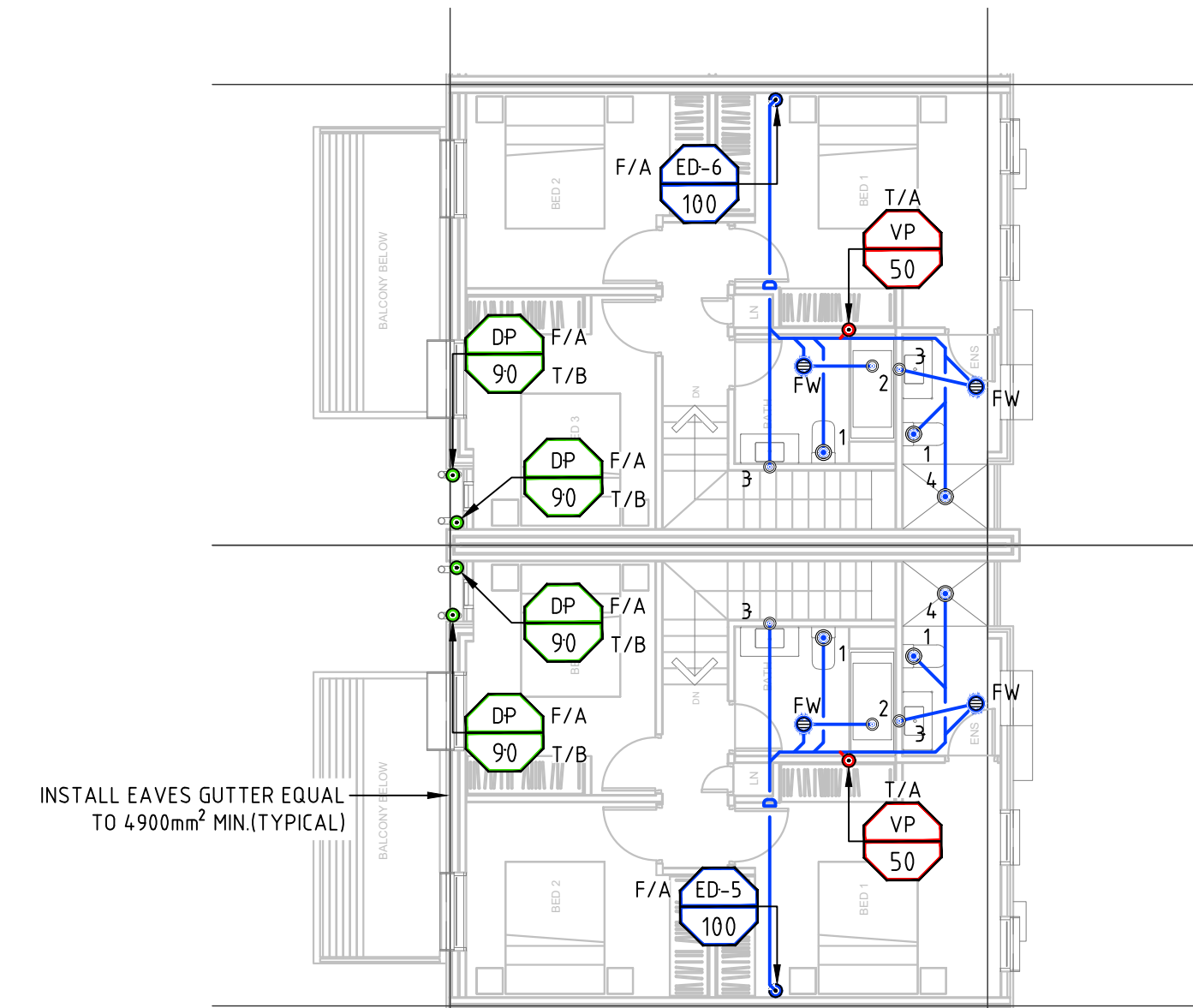
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LEVEL ONE



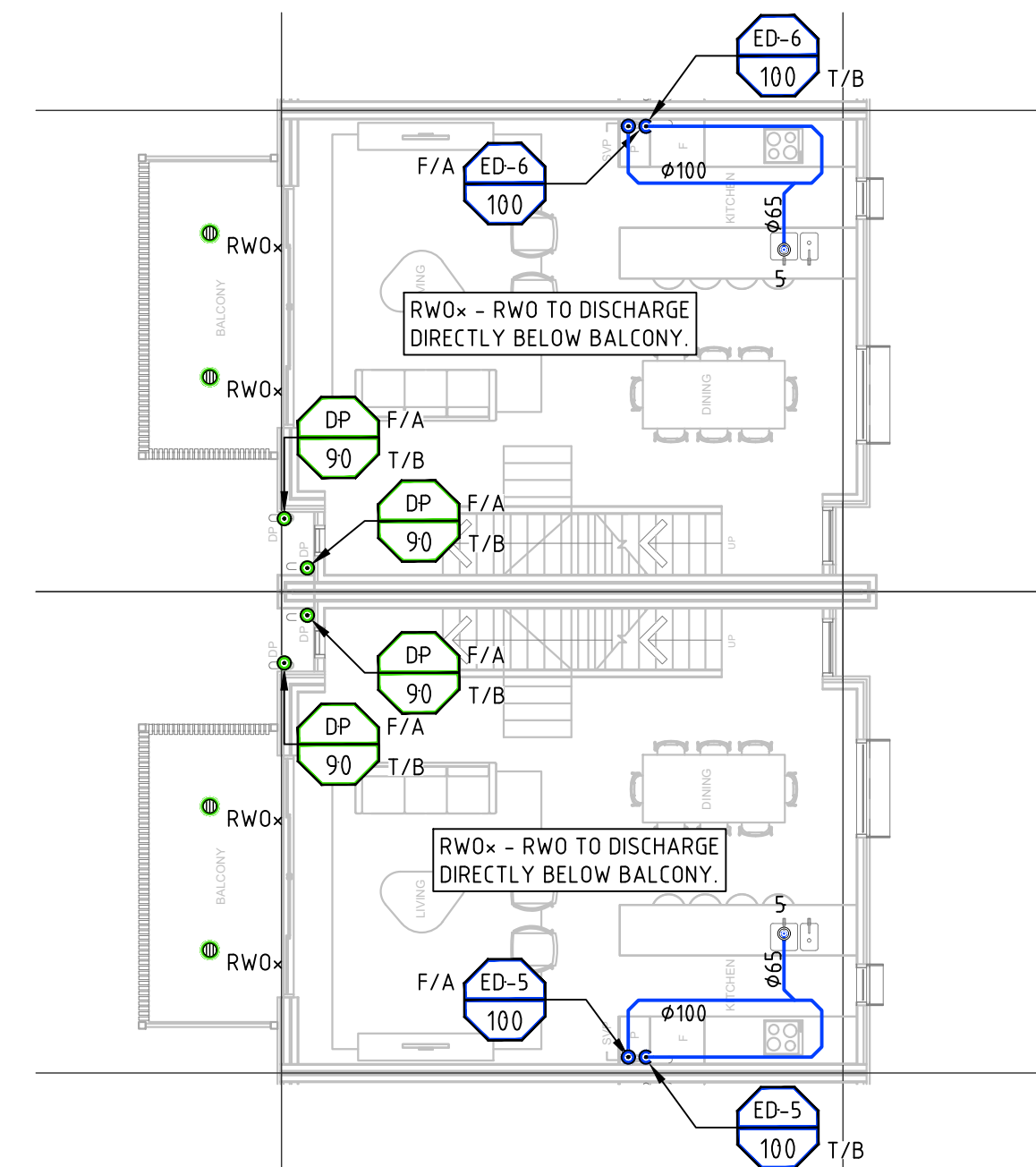
TYPICAL 2 STOREYS 4.3m LIGHTHOUSE
LEVEL ONE



SANITARY ISOMETRICS



TYPICAL 3 STOREYS 7m TOWERHAUS
LEVEL TWO



TYPICAL 3 STOREYS 7m TOWERHAUS
LEVEL ONE

DRAINAGE PLAN DETAILS

PLAN No: _____
OWNER: ELEVATED LIVING
BLOCK: 11 SECTION: 132
SUBURB: CASEY

PLAN OF SANITARY DRAINAGE AND WATER SUPPLY

THE PLUMBING AND DRAINAGE IS DESIGN TO AS/NZS 3500
PLUMBING STANDARDS.

ALL WORK MUST BE CARRIED OUT IN CONFORMITY WITH THE
WATER AND SEWER ACT 2000 AND THE WATER AND
SEWERAGE REGULATIONS 2001.

SELICK INNOVATION

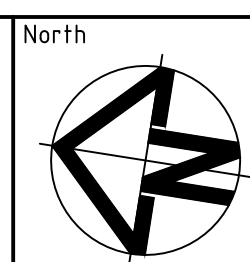
PATENT NUMBER: 2013100877
IMPLEMENTED IN THIS HYDRAULIC DESIGN
FOR FURTHER INFORMATION ON THE SELICK
INNOVATION, PLEASE CONTACT OUR OFFICE.

PLUMBING PLAN APPROVED

SIGNATURE: _____
APPROVED BY: John Chiera
REG. NUMBER: 199615657
DATE: 05/04/2022

C	WORK AS EXECUTED	05.04.22	ZH
B	FOR CERTIFICATION/CONSTRUCTION	07.12.20	JS
A	FOR CERTIFICATION/CONSTRUCTION	04.09.20	JS
3	FOR BA/TENDER	17.08.20	JS
2	FOR INFORMATION	25.06.20	JS
1	FOR INFORMATION	11.06.20	JS
Rev	Description	Date	Drawn By

Scales
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1:100 @ A1



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Status	WORK AS EXECUTED		
Original Size	A1	Drawn By	JS
Date Plotted	5-Apr-22	Designed By	LH
Coordinate System	STROMLO GRID	Approved	BW
Height Datum	AHD	Approved Date	05.04.22
		Approved Signature	

Project Name and Location		KINGSLAND	
BLOCK 11 SECTION 132 CASEY		Drawing Title	
		GENERAL ARRANGEMENT	
		LEVEL 01-02 & ISOMETRICS	
Project Number	Type	Discipline	Drawing Number
190988	DRG	HYD	L01
			Series
			No
			Rev
			01
			C

Energy Efficiency Rating



UNDERSTANDING YOUR ENERGY EFFICIENCY RATING (EER)

An energy efficiency rating (EER) is a rating used to identify the energy efficiency of homes in the ACT.

The Civil Law (Sale of Residential Property) Act 2003 requires all homes being sold in the ACT to carry an energy efficiency rating (EER). This enables owners and buyers to compare a home's passive energy performance characteristics with others for sale in the Territory.

In the ACT, established homes are assessed using 1st generation software, and can achieve **0 to 6 stars** in the rating scheme.

Houses with a higher EER are more cost and energy efficient, use less energy for heating and cooling, generate lower greenhouse gas emissions, and are more comfortable.

What information is taken into account when assessing my homes energy efficiency?

- Layout of the home
- Construction of its roof, walls, windows, and floor
- Wall, floor, and ceiling insulations
- Orientation of windows and shading of the sun's path and local breezes
- Influence of the local climate
- Air leakages

What information is not applicable when assessing my homes energy efficiency?

- Heating and cooling
- Hot water systems
- Lighting systems and appliances
- Solar panels

How can I improve my energy efficiency rating?

Your energy efficiency report will include a list of design options (unless it's already achieved the maximum rating of 6 stars). This will outline the improvements that can be made to gain additional points and increase the overall star rating of your home.

When I built my home, I was provided with a 10-star energy rating. Why has this decreased?

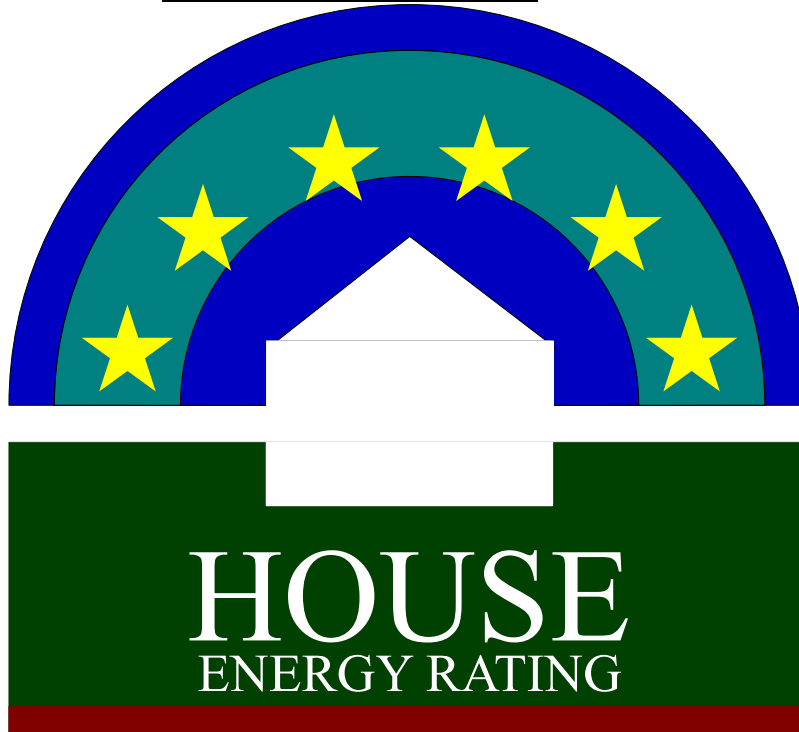
The ACT Government has two software systems in place to generate energy efficiency ratings:

1. Established homes: An on site assessment using 1st generation software. A maximum of 6 stars can be achieved.
2. Brand new homes: A computer based assessment using 2nd generation software. A maximum of 10 stars can be achieved.

If you hold an energy efficiency rating that exceeds 6 stars, it is a 2nd generation EER and would have been provided when your home was brand new.

When assessing a home's energy efficiency for the purpose of sale, property inspection companies are required to use 1st generation software, which will achieve a maximum of 6 stars.

FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★ ★ ★ ★ ★ ★ **6 STARS**
in Climate: 24 **SCORE: 29 POINTS**

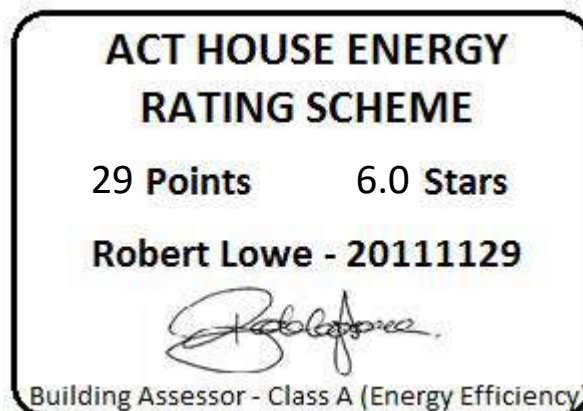
Name: Motion

Ref No: 68874

House Title: Unit 9 Block 11 Section 132 CASEY

Date: 19-03-2026

Address: 9/148 Overall Ave, Casey ACT 2913



IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★		★★		★★★		★★★★		★★★★★		★★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	29											
Potential	40											

Incorporating these design options will add the additional points required to achieve the potential rating shown in the table Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

Design options	Additional points
Change curtain to	Heavy Drapes & Pelmets 10

ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

Current Rating	29	★★★★★★
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Largest windows in the dwelling;

Direction : ENE

Area : 13 m²

The table below shows the total score for the dwelling when these windows face the direction indicated.

Note that obstructions overshadowing windows have been removed from all windows in these ratings to allow better comparisons to be made between orientations.

ORIENTATION	POINT SCORE	STAR RATING
1. North East	36	★★★★★★
2. East	30	★★★★★★
3. South East	29	★★★★★★
4. South	35	★★★★★★
5. South West	31	★★★★★★
6. West	27	★★★★★★
7. North West	29	★★★★★★
8. North	39	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 9 Block 11 Section 132 CASEY, 9/148 Overall Ave, Casey ACT 2913,

Assessor's Name:

Net Conditioned Floor Area: 87.3 m²

Net Conditioned Floor Area: 87.3 m²				Points			
Feature				Winter	Summer	Total	
CEILING				12	0	12	
Surface Area: 5		Insulation: 9					
WALL				1	-1	0	
Surface Area: -3		Insulation: 5		Mass: -2			
FLOOR				14	0	15	
Surface Area: 5		Insulation: 1		Mass: 9			
AIR LEAKAGE (Percentage of score shown for each element)				5	0	4	
Fire Place 0 %		Vented Skylights 0 %					
Fixed Vents 0 %		Windows 37 %					
Exhaust Fans 33 %		Doors 16 %					
Down Lights 0 %		Gaps (around frames) 14 %					
DESIGN FEATURES				0	1	1	
Cross Ventilation 1							
ROOF GLAZING				0	0	0	
Winter Gain 0		Winter Loss 0					
WINDOWS				-1	-20	-21	
Window Direction	Area		Point Scores				
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total	
ENE	13	15%	-19	23	-10	-6	
WSW	9	10%	-14	9	-10	-15	
Total	22	25%	-33	32	-20	-21	
* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.							
The contribution of heavyweight materials to the window score is 2 points				Winter	Summer	Total	
RATING	★★★★★★			SCORE	31	-20	29*

* includes 19 points from Area Adjustment

Detailed House Data

House Details

ClientName	Motion
HouseTitle	Unit 9 Block 11 Section 132 CASEY
StreetAddress	9/148 Overall Ave, Casey ACT 2913
FileCreated	19-03-2026

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

<u>ID</u>	<u>Construction</u>	<u>Sub Floor</u>	<u>Upper</u>	<u>Shared</u>	<u>Foil</u>	<u>Carpet</u>	<u>Ins RValue</u>	<u>Area</u>
3	Concrete Slab on ground	No Subfloor	No	No	No	Float Timb	R1.0	42.0m ²
4	Timber	NA	Yes	No	No	Tiles	R0.0	10.5m ²
5	Timber	NA	Yes	No	No	Carp	R0.0	37.1m ²
6	Timber	NA	Yes	No	No	Carp	R2.5	5.0m ²

Wall Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Ins RValue</u>	<u>Length</u>	<u>Height</u>
1	Brick Veneer	No	R2.0	19.1m	2.6m
2	Weatherboard	Yes	R0.0	10.9m	2.6m
4	Framed: Metal Clad	No	R2.0	20.8m	2.4m
5	Weatherboard	Yes	R0.0	11.7m	2.4m

Ceiling Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Foil</u>	<u>Ins RValue</u>	<u>Area</u>
1	Attic - Low Ventilation	No	Yes	R5.0	52.6m ²

Window Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Utility</u>	<u>Glass</u>	<u>Frame</u>	<u>Curtain</u>	<u>Blind</u>	<u>Fixed & Adj Eave</u>	<u>Fixed Eave</u>	<u>Head to Eave</u>
2	WSW	2.1m	3.6m	No	DG	ALIMPR	HB	No	1.0m	1.0m	0.5m
3	ENE	2.1m	1.0m	No	DG	ALIMPR	HB	No	1.0m	1.0m	0.5m
4	ENE	2.0m	2.4m	No	DG	ALIMPR	HB	No	1.0m	1.0m	0.5m
5	WSW	0.5m	2.2m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
6	ENE	2.1m	3.0m	No	DG	ALIMPR	HB	No	1.0m	1.0m	0.5m

Window Shading Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Obst Height</u>	<u>Obst Dist</u>	<u>Obst Width</u>	<u>Obst Offset</u>	<u>LShape Left Fin</u>	<u>LShape Left Off</u>	<u>LShape Right Fin</u>	<u>LShape Right Off</u>
6	ENE	2.1m	3.0m	0.0m	0.0m	0.0m	0.0m	1.0m	0.5m	1.0m	0.5m

Zoning Details

Is there Cross Flow Ventilation ?	Good
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Air Leakage Details

Location	Suburban
Is there More than One Storey ?	Yes
Is the Stairwell Separated by Doors ?	No

Is the Entry open to the Living Area ?	Yes
Is the Entry Door Weather Stripped ?	Yes
Area of Heavyweight Mass	0m ²
Area of Lightweight Mass	0m ²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	3	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	1	0

Unflued Gas Heaters	0
Percentage of Windows Sealed	98%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	Yes

Insurance Certificates & Tax Invoice

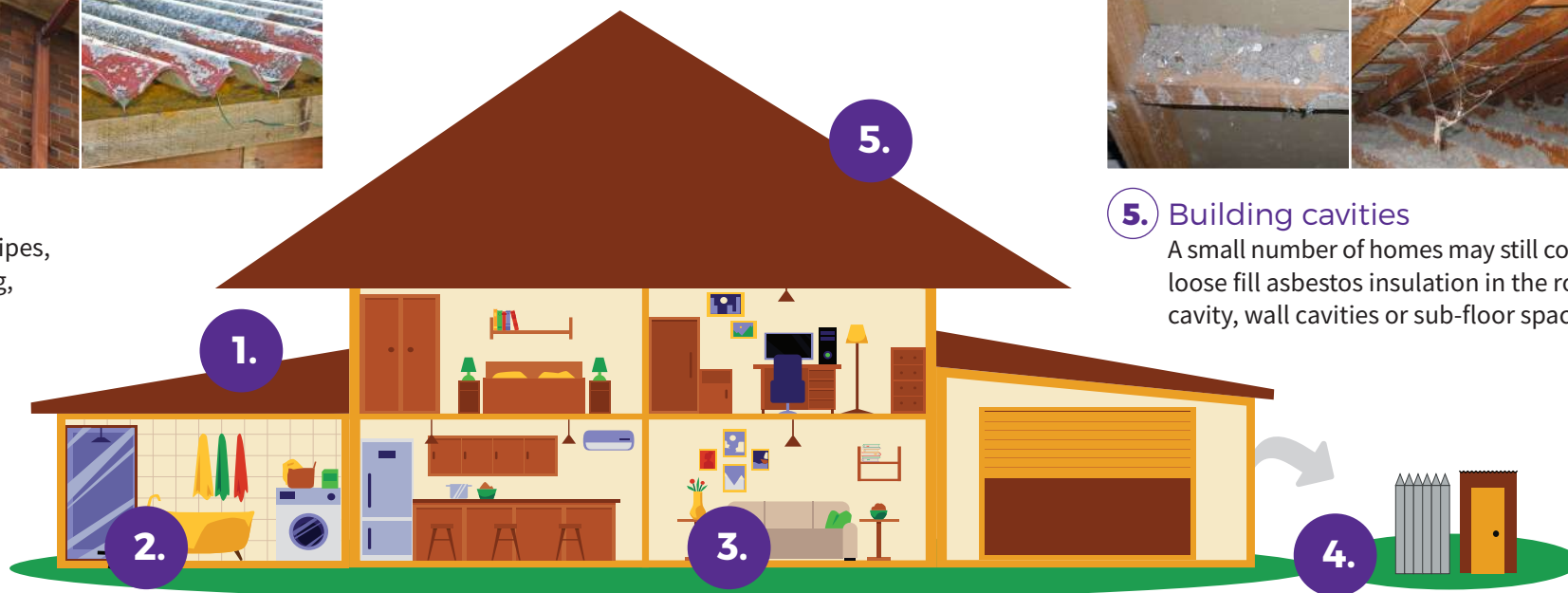


If a home was built before 1990 it may contain dangerous asbestos material

Identify where asbestos materials might be. Five common places are:



- 1. Exterior**
roof sheeting, gutters, downpipes,
ridge capping, eaves, cladding,
electrical switchboards



- 5. Building cavities**
A small number of homes may still contain
loose fill asbestos insulation in the roof
cavity, wall cavities or sub-floor space



- 2. Wet areas - bathroom, laundry and kitchen**
wall and ceiling panels, vinyl floor tiles, backing for wall tiles
and splashbacks, hot water pipe insulation



- 3. Internal areas**
wall and ceiling panels, carpet underlay,
textured paints, and insulation in domestic
heaters



- 4. Backyard**
fences, sheds, garages, carports, dog kennels, buried or
dumped waste, letterboxes, swimming pools

If a home was built before 1990 it may contain dangerous asbestos material

Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

Asbestos materials become dangerous when:



Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access Canberra

For more information, visit www.worksafe.act.gov.au or call Access Canberra contact centre – 13 22 81

If you need interpreting help, telephone the Translating and Interpreting Service on 131 450

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

*Advice based on the Asbestos Safety and Eradication Agency's residential asbestos disclosure research.

Pest Controllers Combined Liability Certificate of Currency

The Policy below is current until 4.00pm on the expiry date shown below

INSURED: ACT Property Inspections Pty Ltd

BUSINESS DESCRIPTION: General Pest & Weed Control
Timber Pest Inspections
Termite Barrier Installations
Pre-Purchase House Pest Inspections
Building Inspections (Non Pest Related)
Energy Efficiency Ratings
Compliance Reports

POLICY REFERENCE: 09A349653PLB

PERIOD OF INSURANCE: From: 4.00pm on 30/03/2025
To: 4.00pm on 30/03/2026

POLICY CLASS: Pest Controllers Combined Liability

SUMS INSURED: **Section 1: General Public & Products Liability**

\$20,000,000 Our maximum liability in respect of any claim or series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one occurrence; and

\$20,000,000 Our total aggregate liability during any one period of insurance for all claims arising out of Your Product

Section 2: Professional Indemnity

\$5,000,000 Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses.

\$10,000,000 Our total aggregate liability for all Claims inclusive of costs and expenses.

This Certificate of Currency is subject to the Policy Documentation to be read in conjunction with the Definitions, Conditions and Exclusions in the Pest Controllers Combined Liability Insurance Policy.

Date Issued: 28 March 2025



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Bronwyn Motion
9/148 Overall Ave
CASEY ACT 2913
AUSTRALIA

Invoice Date
12 Mar 2026

Invoice Number
INV-68874

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
ACTPLA Fees - No GST	1.00	186.70	GST Free	186.70
Property Report	1.00	1,475.73	10%	1,475.73
Energy Efficiency Report (Complimentary)	1.00	0.00		0.00
Deferred Payment (Complimentary)	1.00	0.00		0.00
			Subtotal	1,662.43
			TOTAL GST 10%	147.57
			TOTAL AUD	1,810.00

Due Date: 8 Sep 2026

Payment terms – Deferred payment account. This account should be paid in full within 14 days on the earlier of:

- (a) Settlement of the property
- (b) If the Property has not been listed for sale within 3 months of the Property Inspection Date
- (c) If the property is no longer listed for sale
- (d) 180 days after the Property Inspection Date

Please pay within the payment terms to avoid the Deferred Payment Fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Payment Options

Pexa : please quote the invoice number as the reference

Direct Deposit : BSB: 012084 Account Number: 194679655
Account Name: ACT Property Inspections Pty Ltd
Please reference your name and invoice number

Cheques : please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)